

EXHIBIT A

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HSBC Bank USA, N.A. and Does 1 through 10, inclusive.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Shannon McDonald

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

SAN DIEGO COUNTY C...

2012 NOV -5 PM 3: 05

CLERK OF SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

San Diego Superior Court, North County Division
325 S. Melrose, Vista, CA 92081

CASE NUMBER:
(Número del Caso):

37-2012-00058369-CU-MC-NC

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Karen S. Spicker, Esq. SBN 127934 Doan Law Firm, LLP, 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008

DATE: November 5, 2012
(Fecha)

Clerk, by
(Secretario)

C. Terríquez

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
HSBC Bank USA, N.A.
- ☒ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☒ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date): **1/23/13**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Karen S. Spicker, Esq. SBN 127934 Doan Law Firm, LLP 2850 Pio Pico Drive, Suite D Carlsbad, CA 92008 TELEPHONE NO.: (760) 450-3333 FAX NO.: (760) 720-6082 ATTORNEY FOR (Name): Shannon McDonald		FOR COURT USE ONLY 2012 NOV -5 PM 3: 05 CLERK OF SUPERIOR COURT SAN DIEGO COUNTY, CA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 325 S. Melrose MAILING ADDRESS: 325 S. Melrose CITY AND ZIP CODE: Vista, CA 92081 BRANCH NAME: North County Division		
CASE NAME: HSBC Bank USA, N.A. and Does 1 through 10, inclusive.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 37-2012-00058369-CU-MC-NC JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 10
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 5, 2012
 Karen S. Spicker, Esq.

(TYPE OR PRINT NAME)

Karen S. Spicker
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 325 S Melrose DRIVE	
MAILING ADDRESS: 325 S Melrose DRIVE	
CITY AND ZIP CODE: Vista, CA 92081-6695	
BRANCH NAME: North County	
TELEPHONE NUMBER:	
PLAINTIFF(S) / PETITIONER(S): Shannon McDonald	
DEFENDANT(S) / RESPONDENT(S): HSBC Bank USA, N.A.	
MCDONALD VS. HSBC BANK USA, N.A.	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2012-00058369-CU-MC-NC

Judge:

Department: 29

COMPLAINT/PETITION FILED: 11/05/2012

**ALL CASES MUST COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW,
EXCEPT FOR PARKING CITATION APPEALS**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (SDSC Local Rule 2.1.7)

CASE MANAGEMENT CONFERENCE: A Case Management Conference will be set within 150 days of filing the complaint.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION. IF THE CASE IS ORDERED TO ARBITRATION PURSUANT TO CODE CIV. PROC. 1411.11, THE COSTS OF ARBITRATION WILL BE PAID BY THE COURT PURSUANT TO CODE CIV. PROC. 1141.28.

FOR MORE INFORMATION, SEE THE ATTACHED ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730)



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2012-00058369-CU-MC-NC CASE TITLE:

McDonald vs. HSBC Bank USA, N.A.

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 S Melrose DRIVE MAILING ADDRESS: 325 S Melrose DRIVE CITY, STATE, & ZIP CODE: Vista, CA 92081-6695 BRANCH NAME: North County	FOR COURT USE ONLY
PLAINTIFF(S): Shannon McDonald	
DEFENDANT(S): HSBC Bank USA, N.A.	
SHORT TITLE: MCDONALD VS. HSBC BANK USA, N.A.	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2012-00058369-CU-MC-NC

SDSC CIV-359 (Rev 12-10)

STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION

Page: 1

Karen S. Spicker, SBN 127934
Doan Law Firm, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, CA 92008
Phone (760) 450-3333 • Fax (760) 720-6082
karen@doanlaw.com

FILED
2013 JAN 15 PM 3:14

CLERK OF COURT
SANTO DOMINGO JESUS

Attorney for PLAINTIFF
SHANNON MCDONALD

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO—NORTH COUNTY JUDICIAL DISTRICT**

SHANNON MCDONALD,

Plaintiff,

vs.

HSBC Bank USA, N.A., and DOES 1
through 10, inclusive;

Defendants.

Case No. 37-2012-00058369-CU-MC-NC

**FIRST AMENDED COMPLAINT SEEKING
MONETARY DAMAGES, STATUTORY
DAMAGES, INJUNCTIVE RELIEF;
PUNITIVE DAMAGES; AND
DECLARATORY RELIEF, FOR:**

- 1) VIOLATION OF CAL. CIV. CODE
§1788.17, (under 15 U.S.C. §1692c(a)(2));
- 2) VIOLATION OF CAL. CIV. CODE
§1788.17, (under 15 U.S.C. §1692c(a)(3));
- 3) VIOLATION OF CAL. CIV. CODE
§1788.17, (under 15 U.S.C. §1692c(c));
- 4) VIOLATION OF CAL. CIV. CODE
§1788.17, (under 15 U.S.C. §1692d(5));
- 5) VIOLATION OF CAL. CIV. CODE
§1788.11(d);
- 6) VIOLATION OF CAL. CIV. CODE
§1788.11(e);
- 7) VIOLATION OF CAL. CIV. CODE
§1788.12(a);
- 8) VIOLATION OF CAL. CIV. CODE
§1788.14(c);
- 9) NEGLIGENT VIOLATION OF 47 U.S.C.
§227 ET SEQ.;
- 10) WILLFUL AND/OR KNOWING
VIOLATION OF 47 U.S.C. §227 ET SEQ.;

IMAGED

11) INVASION OF PRIVACY; and
12) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS.

JURY TRIAL DEMANDED
AMOUNT IN CONTROVERSY: \$313,482.00.

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I.

INTRODUCTION

1. Plaintiff SHANNON MCDONALD (hereinafter "SHANNON MCDONALD" and/or "PLAINTIFF") brings this lawsuit against the DEFENDANTS, HSBC Bank USA, N.A. and DOES 1-10 INCLUSIVE (hereafter "HSBC" or DEFENDANTS), for violations of California Civil Codes §§1788.17, 1788.14, 1788.12, 1788.11 and other torts alleged herein.

II.

FINDINGS AND PURPOSE OFCALIFORNIA CIVIL CODE §1788 et seq., the RFDCPA

2. The California Legislature made the following findings and purpose in creating Civil Code §1788, the RFDCPA:

(1) *The banking and credit system and grantors of credit to consumers are dependent upon the collection of just and owing debts. Unfair or deceptive collection practices undermine the public confidence which is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers.*

(2) *There is a need to ensure that debt collectors and debtors exercise their responsibilities to one another with fairness, honesty and due regard for the rights of the other.*

(3) *It is the purpose of this title to prohibit debt collectors from engaging in unfair or deceptive acts or practices in the collection of consumer debts and to require debtors to act fairly in entering into and honoring such debts, as specified in this title.*

3. On September 3, 1999, "urgency legislation" was passed adding Civil Code §1788.17 to the RFDCPA which incorporated therein nearly all of the provisions of the Federal Fair Debt Collection Practices Act ("FDCPA") which also superceded numerous provisions

1 of the RFDCPA, such as Civil Code §1788.14, to the extent inconsistent, and which was
 2 enacted in 1977.

- 3 4. The United States Congress has made the following **findings** and declaration of
 4 **purpose** under the **FDCPA**:

5 *(a) Abusive practices. There is abundant evidence of the use of abusive,*
 6 *deceptive, and unfair debt collection practices by many debt collectors. Abusive*
 7 *debt collection practices contribute to the number of personal bankruptcies, to*
 8 *marital instability, to the loss of jobs, and to invasions of individual privacy.*

9 *(b) Inadequacy of laws. Existing laws and procedures for redressing these*
 10 *injuries are inadequate to protect consumers.*

11 *(e) Purposes. It is the purpose of this title [15 U.S.C.S. §§1692 et seq.] to*
 12 *eliminate abusive debt collection practices by debt collectors, to insure that*
 13 *those debt collectors who refrain from using abusive debt collection practices*
 14 *are not competitively disadvantaged, and to promote consistent State action to*
 15 *protect consumers against debt collection abuses.*

16 III.

17 THE TELEPHONE CONSUMER PROTECTION ACT OF 1991

18 (TCPA), 47 U.S.C. §227 GENERALLY

- 19 5. In 1991, Congress enacted the Telephone Consumer Protection Act, 47 U.S.C. §227
 20 (“TCPA”) in response to a growing number of consumer complaints regarding unwanted
 21 telemarketing calls and unwanted automated and prerecorded telephone calls, which
 22 Congress found to be a costly nuisance and an invasion of privacy to consumers.
- 23 6. In furtherance of this goal, the TCPA regulates, among other things, the use of any
 24 automated telephone dialing system or an artificial or prerecorded voice. Specifically,
 25 the plain language of section 227(b)(1)(A)(iii) prohibits the use of prerecorded messages
 26 or autodialers to make any call to a wireless number in the absence of an emergency or
 27 without the prior express consent of the called party.

28 ///

1 7. Likewise, section 227(b)(1)(A)(iii) prohibits the use of prerecorded messages in any
2 calls to a cellular telephone line in the absence of an emergency, the prior express
3 consent of the called party, or order by the Federal Communications Commission
4 (“FCC”).

5 8. The FCC, which pursuant to the statute has prescribed various regulations implementing
6 the TCPA requirements, held in a recent FCC Declaratory Ruling that prerecorded
7 message calls to a wireless number by a creditor for (or on behalf of a creditor) are
8 permitted only if the calls are made with “prior express consent” of the called party.
9 The FCC held “the creditor should be responsible for demonstrating that the consumer
10 provided prior express consent. The creditors are in the best position to have records
11 kept in the usual course of business showing such consent . . .” In re Rules
12 Implementing the Tel. Consumer Prot. Act of 1991, 23 F.C.C.R. 559, 564 (2007).

13 9. Prior express consent is “deemed to be granted only if the wireless number was provided
14 by the consumer to the creditor, and such number was provided during the transaction
15 that resulted in the debt owed.” Id. at 564-65.

16 10. Although a person who knowingly provides his or her wireless telephone number to a
17 creditor may have consented to receive telephone calls at the number regarding the debt,
18 such consent may be revoked by further instruction from the consumer. Id. at 564.
19 According to the FCC’s ruling, any claim that the knowing release of a phone number
20 has given effect to an invitation to be called at the number only exists “absent
21 instructions to the contrary.” Id. A written cease and desist order advises a creditor to
22 stop calling and serves to revoke any prior consent.

23 IV.

24 JURISDICTION

25 11. Jurisdiction of this Court arises under California Code Civil Procedure section 410.10 *et*
26 *seq.*

27 ///

28 ///

V.

PARTIES

12. At all times alleged herein, Plaintiff was an individual residing in the City of Oceanside, County of San Diego, State of California and from whom Defendants sought to collect a consumer debt which was due and owing from Plaintiff or alleged to be due and owing from Plaintiff. Plaintiff is a "debtor," as that term is defined by California Civil Code §1788.2(h).

13. Plaintiff is informed and believes, based and thereon alleges, that Defendant HSBC is in the business of issuing and/or servicing credit cards for individuals residing in the County of San Diego, State of California.

14. Defendants and each of them are not an attorney or counselor at law, and in the ordinary course of business Defendants regularly engage in debt collection as that term is defined in California Civil Code §1788.2. Defendants and each of them are a "debt collector," as that term is defined by California Civil Code §1788.2(c) and each Defendant is a "person" as that term is defined by California Civil Code §1788.2(g).

15. Defendants and each of them are and at all times mentioned here were a "corporation" and a "person" as defined by 47 U.S.C. §153(13) and (32).

16. All telephone contacts by Defendants to Plaintiff occurred on Plaintiff's cellular and/or residential telephone via an "automated telephone dialing system" and/or used an "artificial or prerecorded voice" as defined by 47 U.S.C. §227(a)(1) and (b)(1)(A).

17. All calls that are the subject of this complaint occurred within one year of filing this complaint.

18. The true names and capacities, whether individual, corporate, associate or other, of the defendants sued herein as Does 1 through 10, inclusive, are unknown to Plaintiff. When the true names and capacities of such defendants are ascertained, Plaintiff shall amend this complaint to allege the same. Plaintiff is informed and believes, and based thereon alleges, that each such fictitiously named defendant herein is responsible for each of the acts and omissions alleged herein.

19. For purposes of this Complaint, unless otherwise indicated, "Defendants" includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of Defendants and each of them herein.
20. The Defendants, and each of them, were acting on their own behalf and as the agents, servants, partners, joint venturers, and employees of each other, and within the scope of their agency, authority and employment.
21. This case involves money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a "consumer debt" and "consumer credit" as those terms are defined by California Civil Code §1788.2(f).

VI.

FACTS

Plaintiff Retained Doan Law Firm, LLP

22. Defendants allege that Plaintiff incurred a "debt" with Defendants and each of them, as that term is defined by California Civil Code §1788.2(d) and 15 U.S.C. §1692a(5).
23. On **March 10, 2012**, Plaintiff retained DOAN LAW FIRM, LLP to dispute the validity of the debt, to end communications on the debt under the RFDCPA, to eliminate all personal liability on the debt via Title 11 of the United States Code, to ensure that creditors accurately and completely report account information to each credit reporting bureau, as well to expressly revoke consent, if any, given by the Plaintiff to have Defendants communicate directly with Plaintiff.
24. Specifically, DOAN LAW FIRM, LLP was retained to provide the following seven (7) services:
- 1) Stop all future communications and harassment from creditors using Civil Code §1788.14 and §1788.17 of the RFDCPA, (under 15 U.S.C. §1692 *et seq.*);

///

- 2) Dispute the validity of the debt alleged based on 15 U.S.C. §§1692c and 1692d, among other things, the statute of frauds, standing in light of securitization, set off rights, improper fees and interest charges and other state and federal statutes;
- 3) Ensure that creditors comply with Civil Code §1785.25(a) and correctly and accurately report to credit reporting agencies information about Plaintiff's account, and fact that the enforceability was disputed;
- 4) Eliminate personal liability using Title 11 of the U.S. Code;
- 5) Ensure that creditors comply with Civil Code §1785.25 and the Fair Credit Reporting Act (FCRA);
- 6) Expressly revoke any prior consent for the purposes of the TCPA; and
- 7) Stop any and all future communications and harassments by creditors using prerecorded messages and automatic dialing systems as prohibited under the TCPA.

25. Plaintiff paid money to DOAN LAW FIRM, LLP for the foregoing services.

26. The purported debt owed to Defendants will be the subject of a Chapter 7 Bankruptcy.

27. Once discharged, Defendants have no further contractual rights to enforce the debt against Plaintiff and Plaintiff will have no obligation to pay Defendants.

Legal Help Was Provided To Protect Plaintiff from Defendants:

28. Plaintiff sent HSBC **one (1)** written "Cease and Desist Order" dated **March 13, 2012** via Certified Mail on **March 15, 2012**. The returned Certified Mail Receipt indicates that said letter was received by HSBC on **March 19, 2012**. A true and correct copy of the **one (1)** Cease and Desist Order and the corresponding Certified Mail Receipt, are attached collectively hereto as **Exhibit "A"** and incorporated herein.

29. Plaintiff sent **one (1)** additional written "Cease and Desist Order" dated **April 9, 2012** via Certified Mail. The returned Certified Mail Receipt indicates that said letter was received by HSBC on **April 30, 2012**. A true and correct copy of the **one (1)** Cease and Desist Order and the corresponding Certified Mail Receipt, are attached collectively

hereto as **Exhibit "A"** and incorporated herein.

30. In addition, Plaintiff gave verbal notice of attorney representation and to cease all communications on **May 7, 2012**.

31. Further, DOAN LAW FIRM, LLP sent **three (3)** additional "Cease and Desist Orders" dated **May 9, 2012** via First Class Mail with Proofs of Service on **May 10, 2012** directing Defendants to cease all communications with Plaintiff. True and correct copies of the **three (3)** Cease and Desist Orders and the corresponding Proofs of Service, are attached collectively hereto as **Exhibit "A"** and incorporated herein.

32. The written Orders to Defendants specifically provided the following:

- a) Plaintiff would soon be filed under Title 11 Federal Protection;
- b) Advised that Plaintiff refused to pay the debt;
- c) Advised that Plaintiff disputed the validity of the debt;
- d) Advised that Plaintiff was now represented by an attorney, DOAN LAW FIRM, LLP with respect to the debt;
- e) Ordered that Defendants Cease and Desist all further communications with Plaintiff with respect to the debt; and
- f) Advised that billing statements should be sent to a new address at 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008.

Defendants Had Actual Knowledge Of Attorney Representation:

33. Defendants physically received and had actual knowledge of the Cease and Desist Orders.

34. Defendants had actual knowledge of **attorney representation** by the DOAN LAW FIRM, LLP.

35. Defendants actually knew they had to **Cease and Desist** all further communications with Plaintiff with respect to the debt.

36. Defendants actually knew Plaintiff **refused to pay** the debt.

37. Defendants actually knew that Plaintiff **disputed the validity** of the debt.

1 38. Defendants actually knew Plaintiff was preparing to file under **Federal Relief under**
2 **Title 11.**

3 39. Defendants actually **knew they were now prohibited from contacting** Plaintiff by all
4 means.

5 40. Defendants actually knew they could no longer call, write, send billing statements,
6 statements of account, or any other communication, except legal process to Plaintiff.

7 41. Defendants knew they could only communicate with DOAN LAW FIRM, LLP.

8 42. Defendants knew they could only call, write, send billing statements, and send
9 statements of account, to the DOAN LAW FIRM, LLP at the new address provided.

10 43. The Official Staff Commentary on Regulation Z 226.2(a)(22)-2 specifically provides:

11 *"An attorney and his or her client are considered to be the same person for*
12 *purpose of this regulation when the attorney is acting within the scope of the*
13 *attorney-client relationship with regard to a particular transaction."*

14 44. Defendants knew that any further communications of any kind with Plaintiff was
15 prohibited, unlawful, illegal, and would subject them to damages.

16
17 **DEFENDANTS Committed at least One hundred ninety-two (192) Unlawful**
18 **Communications**

19 45. Despite knowledge of attorney representation, Defendants intentionally, willfully,
20 deliberately, and knowingly refused to abide by the laws of the RFDCPA, FDCPA, and
21 TCPA, as set forth in the Cease and Desist Orders and communicated with Plaintiff in
22 regard to the alleged debt.

23 46. Specifically, Defendants continued communications with Plaintiff, as further evidenced
24 by the phone call records and handwritten call logs. True and correct copies of the same
25 are attached hereto as **Exhibit "B-D"** and incorporated herein.

26 47. Defendants continued to make phone calls to Plaintiff from **March 27, 2012** through
27 **May 19, 2012**, despite the fact that they received **five (5)** written Cease and Desist
28 Orders and **one (1)** verbal notice.

48. Defendants frequently and repeatedly called Plaintiff **thirty-five (35)** days in a row from **April 13, 2012 through May 18, 2012** at home and at work.

49. Defendants called an unreasonable number of times, of at least **five (5)** calls per day, on at least **two (2)** occasions on **April 26, 2012** and on **May 7, 2012**.

50. Defendants continued to call in violation of the RFDCPA, FDCPA, and TCPA.

51. The numerous communications evidence a pattern and practice wherein Defendants engaged in unlawful harassment and abuse to coerce payment.

52. Defendants continued to call in violation of the TCPA.

53. The unlawful contacts by Defendants can be summarized by the following chart:

RFDCPA/TCPA Violations					
Shannon McDonald v. HSBC Bank USA, N.A.					
Notices of Cease and Desist (See Exhibit "A")					
#	Date	Type	Notes		
1	3/13/12	Cease and Desist Letter	Initial Notice		
	3/19/12	Certified mail receipt confirms delivery			
2	4/9/12	Cease and Desist Letter	Second Notice		
	4/30/12	Certified mail receipt confirms delivery			
2	5/7/12	Verbal Notice of Attorney Representation	Third Notice		
3	5/9/12	Cease and Desist Letter	Fourth Notice		
		Proof of Service confirms delivery			
4	5/9/12	Cease and Desist Letter	Fifth Notice		
		Proof of Service confirms delivery			
5	5/9/12	Cease and Desist Letter	Sixth Notice		
		Proof of Service confirms delivery			
Contact Violations					
List of Contact Violations (See Exhibit "B-D")					
#	Date	Type	Time	Source	Violation
1	3/27/2012	Phone Call	8:06 AM	1-800-684-8429	Despite 1st Cease and Desist Order
2	3/27/2012	Phone Call	10:33 AM	1-800-684-8429	Despite 1st Cease and Desist Order
3	3/27/2012	Phone Cal	2:13 AM	1-800-684-8429	Despite 1st Cease and Desist Order
4	3/27/2012	Phone Call	5:24 PM	1-800-684-8429	Despite 1st Cease and Desist Order
5	3/30/2012	Phone Call	8:05 AM	1-800-684-8429	Despite 1st Cease and Desist Order

6	3/30/2012	Phone Call	10:30 AM	1-800-684-8429	Despite 1st Cease and Desist Order
7	3/30/2012	Phone Call	3:00 PM	1-800-684-8429	Despite 1st Cease and Desist Order
8	4/2/2012	Phone Cal	8:04 AM	1-800-684-8429	Despite 1st Cease and Desist Order
9	4/2/2012	Phone Cal	10:29AM	1-800-684-8429	Despite 1st Cease and Desist Order
10	4/2/2012	Phone Cal	2:13 PM	1-800-684-8429	Despite 1st Cease and Desist Order
11	4/2/2012	Phone Cal	2:58 PM	1-800-684-8429	Despite 1st Cease and Desist Order
12	4/2/2012	Phone Call	9:00 PM	1-800-684-8429	Despite 1st Cease and Desist Order
13	4/3/2012	Phone Cal	8:28 AM	1-800-684-8429	Despite 1st Cease and Desist Order
14	4/3/2012	Phone Cal	10:58 AM	1-800-684-8429	Despite 1st Cease and Desist Order
15	4/3/2012	Phone Cal	1:16 PM	1-800-684-8429	Despite 1st Cease and Desist Order
16	4/3/2012	Phone Cal	2:26 PM	1-800-684-8429	Despite 1st Cease and Desist Order
17	4/3/2012	Phone Call	8:54 PM	1-800-864-8429	Despite 1st Cease and Desist Order
18	4/4/2012	Phone Cal	9:15 AM	1-800-684-8429	Despite 1st Cease and Desist Order
19	4/4/2012	Phone Cal	10:10 AM	1-800-684-8429	Despite 1st Cease and Desist Order
20	4/4/2012	Phone Cal	11:05 AM	1-800-684-8429	Despite 1st Cease and Desist Order
21	4/4/2012	Phone Cal	12:07 PM	1-800-684-8429	Despite 1st Cease and Desist Order
22	4/4/2012	Phone Cal	8:54 PM	1-800-684-8429	Despite 1st Cease and Desist Order
23	4/5/2012	Phone Call	8:35 AM	1-800-684-8429	Despite 1st Cease and Desist Order
24	4/5/2012	Phone Cal	10:10 AM	1-800-684-8429	Despite 1st Cease and Desist Order
25	4/5/2012	Phone Call	7:24 AM	1-800-684-8429	Despite 1st Cease and Desist Order
26	4/6/2012	Phone Cal	8:31 AM	1-800-684-8429	Despite 1st Cease and Desist Order
27	4/6/2012	Phone Cal	11:05 AM	1-800-684-8429	Despite 1st Cease and Desist Order

COMPLAINT

28	4/6/2012	Phone Cal	4:11 PM	1-800-684-8429	Despite 1st Cease and Desist Order
29	4/6/2012	Phone Call	8:54 PM	1-800-684-8429	Despite 1st Cease and Desist Order
30	4/7/2012	Phone Call	8:15 AM	1-800-684-8429	Despite 1st Cease and Desist Order
31	4/7/2012	Phone Call	9:44 AM	1-800-684-8429	Despite 1st Cease and Desist Order
32	4/7/2012	Phone Call	12:17 PM	1-800-684-8429	Despite 1st Cease and Desist Order
33	4/9/2012	Phone Cal	8:31 AM	1-800-684-8429	Despite 1st Cease and Desist Order
34	4/9/2012	Phone Cal	12:10 PM	1-800-684-8429	Despite 1st Cease and Desist Order
35	4/9/2012	Phone Call	8:54 PM	1-800-684-8429	Despite 1st Cease and Desist Order
36	4/10/2012	Phone Cal	8:39 AM	1-800-684-8429	Despite 1st Cease and Desist Order
37	4/10/2012	Phone Cal	1:41 PM	1-800-684-8429	Despite 1st Cease and Desist Order
38	4/10/2012	Phone Cal	8:39 PM	1-800-684-8429	Despite 1st Cease and Desist Order
39	4/11/2012	Phone Call	8:40 AM	1-800-684-8429	Despite 1st Cease and Desist Order
40	4/11/2012	Phone Call	10:54 AM	1-800-684-8429	Despite 1st Cease and Desist Order
41	4/11/2012	Phone Cal	2:18 PM	1-800-684-8429	Despite 1st Cease and Desist Order
42	4/11/2012	Phone Call	7:28 PM	1-800-684-8429	Despite 1st Cease and Desist Order
43	4/12/2012	Phone Cal	8:43 AM	1-800-684-8429	Despite 1st Cease and Desist Order
44	4/12/2012	Phone Cal	2:19 PM	1-800-684-8429	Despite 1st Cease and Desist Order
45	4/12/2012	Phone Cal	4:03 PM	1-800-684-8429	Despite 1st Cease and Desist Order
46	4/12/2012	Phone Cal	8:01 PM	1-800-684-8429	Despite 1st Cease and Desist Order
47	4/12/2012	Phone Cal	8:40 PM	1-800-684-8429	Despite 1st Cease and Desist Order
48	4/13/2012	Phone Cal	8:35 AM	1-800-684-8429	Despite 1st Cease and Desist Order
49	4/13/2012	Phone Cal	11:13 AM	1-800-684-8429	Despite 1st Cease and Desist Order

COMPLAINT

50	4/13/2012	Phone Cal	12:20 PM	1-800-684-8429	Despite 1st Cease and Desist Order
51	4/13/2012	Phone Call	2:48 PM	1-800-684-8429	Despite 1st Cease and Desist Order
52	4/14/2012	Phone Call	8:28 AM	1-800-684-8429	Despite 1st Cease and Desist Order
53	4/14/2012	Phone Cal	9:23 AM	1-800-684-8429	Despite 1st Cease and Desist Order
54	4/14/2012	Phone Cal	9:57 AM	1-800-684-8429	Despite 1st Cease and Desist Order
55	4/14/2012	Phone Call	3:04 PM	1-800-684-8429	Despite 1st Cease and Desist Order
56	4/15/2012	Phone Call	8:32 AM	1-800-684-8429	Despite 1st Cease and Desist Order
57	4/15/2012	Phone Cal	8:42 AM	1-800-684-8429	Despite 1st Cease and Desist Order
58	4/15/2012	Phone Call	11:57 AM	1-800-684-8429	Despite 1st Cease and Desist Order
59	4/15/2012	Phone Call	1:21 PM	1-800-684-8429	Despite 1st Cease and Desist Order
60	4/15/2012	Phone Call	3:43 PM	1-800-684-8429	Despite 1st Cease and Desist Order
61	4/16/2012	Phone Cal	8:25 AM	1-800-684-8429	Despite 1st Cease and Desist Order
62	4/16/2012	Phone Cal	10:01 AM	1-800-684-8429	Despite 1st Cease and Desist Order
63	4/16/2012	Phone Call	7:09 PM	1-800-684-8429	Despite 1st Cease and Desist Order
64	4/16/2012	Phone Call	8:13 PM	1-800-684-8429	Despite 1st Cease and Desist Order
65	4/17/2012	Phone Call	11:30 AM	1-800-684-8429	Despite 1st Cease and Desist Order
66	4/17/2012	Phone Call	2:09 PM	1-800-684-8429	Despite 1st Cease and Desist Order
67	4/17/2012	Phone Call	4:45 PM	1-800-684-8429	Despite 1st Cease and Desist Order
68	4/18/2012	Phone Call	8:56AM	1-800-684-8429	Despite 1st Cease and Desist Order
69	4/18/2012	Phone Call	1:56 PM	1-800-684-8429	Despite 1st Cease and Desist Order
70	4/18/2012	Phone Call	3:47 PM	1-800-684-8429	Despite 1st Cease and Desist Order
71	4/18/2012	Phone Call	7:34 PM	1-800-684-8429	Despite 1st Cease and Desist Order

COMPLAINT

72	4/18/2012	Phone Call	8:26 PM	1-800-684-8429	Despite 1st Cease and Desist Order
73	4/19/2012	Phone Call	8:34 AM	1-800-684-8429	Despite 1st Cease and Desist Order
74	4/19/2012	Phone Call	12:38 PM	1-800-684-8429	Despite 1st Cease and Desist Order
75	4/19/2012	Phone Call	15:59 PM	1-800-684-8429	Despite 1st Cease and Desist Order
76	4/19/2012	Phone Call	7:56 PM	1-800-684-8429	Despite 1st Cease and Desist Order
77	4/20/2012	Phone Call	9:34 AM	1-800-684-8429	Despite 1st Cease and Desist Order
78	4/20/2012	Phone Call	12:33 PM	1-800-684-8429	Despite 1st Cease and Desist Order
79	4/20/2012	Phone Call	3:54 PM	1-800-684-8429	Despite 1st Cease and Desist Order
80	4/21/2012	Phone Call	8:34 AM	1-800-684-8429	Despite 1st Cease and Desist Order
81	4/21/2012	Phone Call	11:17 AM	1-800-684-8429	Despite 1st Cease and Desist Order
82	4/21/2012	Phone Call	4:05 PM	1-800-684-8429	Despite 1st Cease and Desist Order
83	4/22/2012	Phone Call	8:06 AM	1-800-684-8429	Despite 1st Cease and Desist Order
84	4/22/2012	Phone Call	9:12 AM	1-800-684-8429	Despite 1st Cease and Desist Order
85	4/22/2012	Phone Call	12:35 PM	1-800-684-8429	Despite 1st Cease and Desist Order
86	4/22/2012	Phone Call	6:51 PM	1-800-684-8429	Despite 1st Cease and Desist Order
87	4/23/2012	Phone Call	8:48 AM	1-800-684-8429	Despite 1st Cease and Desist Order
88	4/23/2012	Phone Call	3:37 PM	1-800-684-8429	Despite 1st Cease and Desist Order
89	4/23/2012	Phone Call	7:43 PM	1-800-684-8429	Despite 1st Cease and Desist Order
90	4/23/2012	Phone Call	8:25 PM	1-800-684-8429	Despite 1st Cease and Desist Order
91	4/24/2012	Phone Call	9:38 AM	1-800-684-8429	Despite 1st Cease and Desist Order
92	4/24/2012	Phone Call	3:16 PM	1-800-684-8429	Despite 1st Cease and Desist Order
93	4/24/2012	Phone Call	7:21 PM	1-800-684-8429	Despite 1st Cease and Desist Order

COMPLAINT

94	4/24/2012	Phone Call	8:30 PM	1-800-684-8429	Despite 1st Cease and Desist Order
95	4/24/2012	Phone Call	8:48 PM	1-800-684-8429	Despite 1st Cease and Desist Order
96	4/25/2012	Phone Call	8:39 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
97	4/25/2012	Phone Call	10:28 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
98	4/25/2012	Phone Call	1:40 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
99	4/25/2012	Phone Call	4:44 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
100	4/25/2012	Phone Call	7:42 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
101	4/25/2012	Phone Call	8:23 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
102	4/26/2012	Phone Call	8:44 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
103	4/26/2012	Phone Call	11:35 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
104	4/26/2012	Phone Call	2:45 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
105	4/26/2012	Phone Call	7:20 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
106	4/26/2012	Phone Call	8:11 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
107	4/26/2012	Phone Call	8:48 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
108	4/27/2012	Phone Call	8:25 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
109	4/27/2012	Phone Call	12:48 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
110	4/27/2012	Phone Call	6:05 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
111	4/28/2012	Phone Call	8:03 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
112	4/28/2012	Phone Call	9:28 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
113	4/28/2012	Phone Call	1:28 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
114	4/29/2012	Phone Call	8:38 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
115	4/29/2012	Phone Call	11:19 AM	1-800-684-8429	Despite 2nd Cease and Desist Order

COMPLAINT

116	4/29/2012	Phone Call	1:39 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
117	4/29/2012	Phone Call	4:37 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
118	4/29/2012	Phone Call	6:27 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
119	4/30/2012	Phone Call	8:54 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
120	4/30/2012	Phone Call	2:13 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
121	4/30/2012	Phone Call	7:12 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
122	4/30/2012	Phone Call	8:30 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
123	5/1/2012	Phone Call	8:44 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
124	5/1/2012	Phone Call	6:27 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
125	5/1/2012	Phone Call	7:00 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
126	5/1/2012	Phone Call	7:27 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
127	5/1/2012	Phone Call	8:14 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
128	5/2/2012	Phone Call	8:42 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
129	5/2/2012	Phone Call	4:12 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
130	5/2/2012	Phone Call	7:19 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
131	5/2/2012	Phone Call	7:56 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
132	5/2/2012	Phone Call	8:25 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
133	5/3/2012	Phone Call	8:30 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
134	5/3/2012	Phone Call	11:59 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
135	5/3/2012	Phone Call	1:43 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
136	5/3/2012	Phone Call	3:22 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
137	5/3/2012	Phone Call	7:35 PM	1-800-684-8429	Despite 2nd Cease and Desist Order

COMPLAINT

138	5/4/2012	Phone Call	8:01 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
139	5/4/2012	Phone Call	8:44 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
140	5/4/2012	Phone Call	1:24 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
141	5/4/2012	Phone Call	8:45 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
142	5/5/2012	Phone Call	8:17 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
143	5/5/2012	Phone Call	9:25 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
144	5/6/2012	Phone Call	8:29 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
145	5/6/2012	Phone Call	9:40 AM	1-800-684-8429	Despite 2nd Cease and Desist Order
146	5/6/2012	Phone Call	1:14 PM	1-800-684-8429	Despite 2nd Cease and Desist Order
147	5/7/2012	Phone Call	8:46 AM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
148	5/7/2012	Phone Call	12:25 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
149	5/7/2012	Phone Call	1:29 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
150	5/7/2012	Phone Call	2:12 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
151	5/7/2012	Phone Call	4:38 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
152	5/7/2012	Phone Call	8:45 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
153	5/8/2012	Phone Call	8:36 AM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
154	5/8/2012	Phone Call	11:50 AM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
155	5/8/2012	Phone Call	4:10 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
156	5/8/2012	Phone Call	8:47 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
157	5/9/2012	Phone Call	8:19 AM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
158	5/9/2012	Phone Call	9:15 AM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
159	5/9/2012	Phone Call	4:33 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice

COMPLAINT

160	5/9/2012	Phone Call	8:00 PM	1-800-684-8429	Despite 2nd Cease and Desist Order and Verbal Notice
161	5/10/2012	Phone Call	8:05 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
162	5/10/2012	Phone Call	9:40 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
163	5/10/2012	Phone Call	3:35 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
164	5/10/2012	Phone Call	7:18 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
165	5/10/2012	Phone Call	8:22 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
166	5/11/2012	Phone Call	8:34 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
167	5/11/2012	Phone Call	11:11 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
168	5/11/2012	Phone Call	4:12 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
169	5/12/2012	Phone Call	8:09 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
170	5/12/2012	Phone Call	9:15 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
171	5/12/2012	Phone Call	4:13 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
172	5/13/2012	Phone Call	8:25 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
173	5/13/2012	Phone Call	10:27 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
174	5/13/2012	Phone Call	2:14 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
175	5/14/2012	Phone Call	8:27 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
176	5/14/2012	Phone Call	10:53 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
177	5/14/2012	Phone Call	3:22 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
178	5/14/2012	Phone Call	7:24 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
179	5/15/2012	Phone Call	8:26 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
180	5/15/2012	Phone Call	9:42 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
181	5/15/2012	Phone Call	3:28 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice

COMPLAINT

182	5/15/2012	Phone Call	7:12 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
183	5/15/2012	Phone Call	8:09 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
184	5/16/2012	Phone Call	8:10 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
185	5/16/2012	Phone Call	9:31 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
186	5/16/2012	Phone Call	7:29 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
187	5/16/2012	Phone Call	8:54 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
188	5/17/2012	Phone Call	8:29 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
189	5/17/2012	Phone Call	9:52 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
190	5/18/2012	Phone Call	8:16 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
191	5/18/2012	Phone Call	10:05 AM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice
192	5/18/2012	Phone Call	3:57 PM	1-800-684-8429	Despite 5 Cease and Desist Orders and Verbal Notice

54. Plaintiff is informed and believes and based thereon alleges that the calls are continuing and that there are additional violations under Civil Code §1788.17 and , and that discovery will reveal further violations.

DEFENDANTS Willfully and Knowingly Violated the RFDCPA:

55. As a "Debt Collector," Defendants and each of them are fully aware of California's debt collection laws, including the RFDCPA and the FDCPA to the extent incorporated therein.

56. Defendants and each of them are aware that full and complete compliance with the Truth in Lending Act ("TILA") may take place by communicating with Plaintiff's attorney, pursuant to the Official Staff Commentary on Regulation Z 226.2(a)(22)-2, as set forth above.

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1 57. There is no conflict of law between the RFDCPA and TILA since Defendants can
 2 comply with TILA by sending correspondence to Plaintiff's attorney, instead of
 3 Plaintiff.

4 58. Defendants knew each of its harassing communications were willful and knowing
 5 violations of Title 1.6C of the California Civil Code §1788 *et seq.* and 15 U.S.C. §1692
 6 *et seq.* as incorporated therein.

7 59. Defendants' harassing communications, as set forth above, were willful and knowing
 8 violations of Title 1.6C of the California Civil Code §1788 *et seq.*, and 15 U.S.C. §1692
 9 *et seq.* to the extent incorporated therein.

10 60. Defendants' harassing communications, as set forth above, are part of an overall
 11 unlawful business pattern and practice whereby Defendants knowingly, willfully, and
 12 intentionally enterprised a profitable unlawful collection scheme to derive profits
 13 through the incomplete and inaccurate information and through harassing
 14 communications and intentional misinterpretation of TILA laws.

15 61. Defendants rarely, if ever, are pursued or sued over such harassing communications, and
 16 reporting violations since very few debtors are aware that their rights are being violated,
 17 rarely have the financial resources to pursue such claims, and/or very few attorneys are
 18 willing to take on such cases.

19 62. Defendants are highly motivated to continue their harassing communications since any
 20 payments made to resolve any judgments or settlements for such unlawful conduct are
 21 minuscule when compared to the overall profits generated from such unlawful conduct.

22
 23 **DEFENDANTS Willfully and/or Knowingly Violated**

24 **the Telephone Consumer Protection Act of 1991**

25 63. Plaintiff had a consumer credit card account that had originated with, was assigned to,
 26 and/or was serviced by Defendants.

27 64. As a creditor, Defendants and each of them are fully aware of the TCPA and the
 28 regulations it provides.

- 1 65. Plaintiff denies ever providing their cell phone and residential telephone numbers to
 2 Defendants with the express consent to be called by an “automatic telephone dialing
 3 system” or “artificial or prerecorded voice,” or any other method.
- 4 66. Plaintiff further demonstrated he did not consent to any such calls by mailing five (5)
 5 written cease and Desist Orders and one (1) verbal notice, as set forth above, instructing
 6 Defendants to immediately stop all further communications.
- 7 67. Defendants knew each of its harassing communications were willful and knowing
 8 violations of 47 U.S.C. §227b(1)(A)(iii) and/or 47 U.S.C. §227b(1)(B).
- 9 68. Defendants’ harassing communications, as set forth above, are part of an overall
 10 business practice whereby Defendants knowingly, willfully, and intentionally use
 11 automated and prerecorded machines to place calls to consumers, which Congress has
 12 explicitly found to be a costly nuisance and an invasion of privacy to such individuals.
- 13 69. Defendants willful and knowing violations of the TCPA undermine Congress’ purpose
 14 and intent behind the Act. As Defendants are rarely ever sued successfully under the
 15 TCPA for such violations, Defendants have the incentive to continue their unlawful
 16 practices.

17 **PLAINTIFF Suffered Damages as a Result of DEFENDANTS’ Conduct**

- 18 70. As a direct result of Defendants’ harassing communications. Plaintiff has incurred actual
 19 damages consisting of mental and emotional distress, nervousness, grief,
 20 embarrassment, loss of sleep, anxiety, worry, mortification, shock, depression,
 21 humiliation, indignity, pain and suffering, and other injuries. Plaintiff, in receiving
 22 numerous phone calls, felt hopeless and felt there was no way out every time.
- 23 71. Plaintiff was diagnosed with Hypertension. Plaintiff has since been prescribed
 24 medications to ease with the Hypertension, which was further
 25 exacerbated by the Defendants’ incessant phone calls while Plaintiff was at work in a
 26 dangerous high risk position and at home attempting to relax.

27 ///

28 ///

1 72. Plaintiff has a history of multiple heart attacks. The increased stress the plaintiff
2 experienced as a direct result of the Defendants' incessant and excessive phone calls had
3 a negative impact on his overall health and well-being, resulting in an increased risk of,
4 and susceptibility to, his previously established heart condition.

5 73. Plaintiff was diagnosed with hypertension and anxiety by his physician. Plaintiff has
6 since been prescribed medications to ease the severe anxiety he has developed due to the
7 harassment by the Defendants.

8 74. Plaintiff also suffers from debilitating insomnia, which has been exacerbated by the
9 extraordinary amount of stress placed on the Plaintiff as a result of the numerous
10 contacts from the Defendants.

11 75. Plaintiff uses his phone for business purposes. Defendants' incessant calling caused
12 Plaintiff to be reprimanded by his boss. Plaintiff suffered further embarrassment and
13 anxiety while Plaintiff's phone would continuously vibrate in his pocket due to
14 Defendants' numerous calls.

15 76. Plaintiff works in an exceptionally dangerous and high risk job. Defendants' repeated
16 calls to the Plaintiff during work hours negatively affected his ability to concentrate
17 while on the job, increasing the risk of serious injury and/or death to himself and co-
18 workers. Plaintiff gave verbal notice of attorney representation and to cease all
19 communications on **May 7, 2012**. Plaintiff notified Defendants that their incessant
20 phone calls caused him to be distracted while at work, increasing the risk of serious
21 injury and/or death to himself and co-workers.

22 77. Plaintiff incurred out of pocket monetary damages when attorney fees and costs were
23 paid to the DOAN LAW FIRM, LLP for services provided to protect Plaintiff under the
24 RFDCPA, FDCPA, and TCPA, which ultimately failed.

25 78. Plaintiff incurred additional incidental actual damages including, but not limited to, gas
26 and transportation costs traveling to the law firm, telephone call charges, postage, and
27 other damages.

28 ///

1 79. Plaintiff continues to incur attorney fees and costs in filing this suit and bringing this
2 matter to trial.

3 80. Defendants' conduct has caused Plaintiff unwarranted and unnecessary time, effort, and
4 expense in seeking to enforce rights guaranteed by California Statute. Plaintiff has
5 incurred mental and emotional distress, nervousness, grief, anxiety, worry,
6 mortification, shock, humiliation and indignity, which will continue to trial.

7
8 **VII.**

9 **TWELVE (12) CAUSES OF ACTION**

10
11 **FIRST CAUSE OF ACTION:**

12 **VIOLATION OF CALIFORNIA CIVIL CODE §1788.17**

13 **(Under 15 U.S.C. §1692c(a)(2))**

14 81. Plaintiff realleges and incorporates by reference the above paragraphs as though set
15 forth fully herein.

16 82. California Civil Code §1788.17 of the RFDCPA provides in pertinent part:

17 *Notwithstanding any other provision of this title, every debt collector collecting*
18 *or attempting to collect a consumer debt shall comply with the provisions of*
19 *§1692b to 1692j, inclusive, of, and shall be subject to the remedies in §1692k of*
20 *Title 15 of the United States Code.*

21 83. 15 U.S.C. §1692c(a)(2) as incorporated into §1788.17 the FDCPA provides:

22 *Without the prior consent of the consumer given directly to the debt collector or*
23 *the express permission of a court of competent jurisdiction, a debt collector may*
24 *not communicate with a consumer in connection with the collection of any debt—*

25 *(2) if the debt collector knows the consumer is represented by an attorney*
26 *with respect to such debt and has knowledge of, or can readily ascertain,*
27 *such attorney's name and address . . .*

28 *///*

84. Defendants violated 15 U.S.C. §1692c(a)(2), as incorporated into the RFDCPA since Defendants repeatedly and continuously called and harassed Plaintiff at least **one hundred ninety-two (192)** times, despite the fact that Plaintiff advised Defendants, in writing, to contact DOAN LAW FIRM, LLP regarding the alleged debt.

85. Defendants violated 15 U.S.C. §1692c(a)(2), as incorporated into RFDCPA, because they repeatedly contacted and harassed the Plaintiff after being directly notified, in writing and verbally, to cease and desist all further communication.

86. California Civil Code §1788.17 requires that Defendants comply with the provisions of 15 U.S.C §1692c(a)(2).

87. The foregoing violations of 15 U.S.C §1692c(a)(2) by Defendants resulted in separate violations of California Civil Code §1788.17.

88. California Civil Code §1788.17 provides that Defendants and each of them are subject to the remedies of 15 U.S.C. §1692k for failing to comply with the provisions of 15 U.S.C. §1692c(a)(2).

89. The foregoing violations by Defendants were willful and knowing violations of Title 1.6C of the California Civil Code (RFDCPA), are sole and separate violations under California Civil Code §1788.30(b), and trigger a **penalty of up to \$1,000.00.**

SECOND CAUSE OF ACTION:

VIOLATION OF CALIFORNIA CIVIL CODE §1788.17 OF THE RFDCPA

(Under 15 U.S.C. §1692c(a)(3))

90. Plaintiff realleges and incorporates by reference the above paragraphs as though set forth fully herein.

91. California Civil Code §1788.17 of the RFDCPA provides in pertinent part:

Notwithstanding any other provision of this title, every debt collector collecting or attempting to collect a consumer debt shall comply with the provisions of §1692b to §1692j, inclusive, of, and shall be subject to the remedies in §1692k of Title 15 of the United States Code.

1 92. 15 U.S.C. § 1692c(a)(3) of the FDCPA provides:

2 *"... a debt collector may not communicate with a consumer in connection with*
3 *the collection of any debt...at the consumer's place of employment if the debt*
4 *collector knows or has reason to know that the consumer's employer prohibits*
5 *the consumer from receiving such communication."*

6 93. Plaintiff sent HSBC **one (1)** written "Cease and Desist Order" dated **March 13, 2012** via
7 Certified Mail on **March 15, 2012**. The returned Certified Mail Receipt indicates
8 that said letter was received by HSBC on **March 19, 2012**. A true and correct copy
9 of the **one (1)** Cease and Desist Order and the corresponding Certified Mail Receipt,
10 are attached collectively hereto as **Exhibit "A"** and incorporated herein.

11 94. Plaintiff sent **one (1)** additional written "Cease and Desist Order" dated **April 9, 2012**
12 via Certified Mail. The returned Certified Mail Receipt indicates that said letter was
13 received by HSBC on **April 30, 2012**. A true and correct copy of the **one (1)** Cease and
14 Desist Order and the corresponding Certified Mail Receipt, are attached collectively
15 hereto as **Exhibit "A"** and incorporated herein.

16 95. In addition, Plaintiff gave verbal notice of attorney representation and to cease all
17 communications on **May 7, 2012**.

18 96. Further, DOAN LAW FIRM, LLP sent **three (3)** additional "Cease and Desist Orders"
19 dated **May 9, 2012** via First Class Mail with Proofs of Service on **May 10, 2012**
20 directing Defendants to cease all communications with Plaintiff. True and correct
21 copies of the **three (3)** Cease and Desist Orders and the corresponding Proofs of
22 Service, are attached collectively hereto as **Exhibit "A"** and incorporated herein.

23 97. Defendants violated 15 U.S.C. §1692c(a)(3), as incorporated into the RFDCPA, since
24 Defendants repeatedly and continuously harassed Plaintiff at least **twenty-seven (27)**
25 times at Plaintiff's place of work after being directly notified in writing of Plaintiff's
26 bankruptcy.

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1 98. Plaintiff was burdened with Defendants' harassment at his workplace. Defendants
 2 created an uncomfortable work environment that prevented Plaintiff from properly
 3 completing his job. It also placed plaintiff in a position where there was a risk of injury
 4 to himself and others because he was distracted by the high volume of calls. Further,
 5 Plaintiff was in a constant state of fear the he would be reprimanded by his boss.

6 99. California Civil Code §1788.17 requires that Defendants comply with the provisions of
 7 15 U.S.C. §1692c(a)(3).

8 100. The foregoing violations of 15 U.S.C. §1692c(a)(3) by Defendants resulted in separate
 9 violations of California Civil Code §1788.17.

10 101. California Civil Code § 1788.17 provides that Defendants and each of them are
 11 subject to the remedies of 15 U.S.C. § 1692k for failing to comply with the provisions of
 12 15 U.S.C. § 1692c(a)(3).

13 102. The foregoing violations by Defendants were willful and knowing violations of Title
 14 1.6C of the California Civil Code (RFDCPA), are sole and separate violations under
 15 California Civil Code Section § 1788.30(b), and trigger a **penalty of up to \$1,000.00**.

16
 17 **THIRD CAUSE OF ACTION:**

18 **VIOLATION OF CALIFORNIA CIVIL CODE §1788.17 OF THE RFDCPA**

19 **(Under 15 U.S.C. §1692c(c))**

20 103. Plaintiff realleges and incorporates by reference the above paragraphs as though set
 21 forth fully herein.

22 104. California Civil Code §1788.17 of the RFDCPA provides in pertinent part:

23 *Notwithstanding any other provision of this title, every debt collector collecting*
 24 *or attempting to collect a consumer debt shall comply with the provisions of*
 25 *§1692b to §1692j, inclusive, of, and shall be subject to the remedies in §1692k of*
 26 *Title 15 of the United States Code.*

27 *///*

28 *///*

1 105. 15 U.S.C. §1692c(c) of the FDCPA provides:

2 *If a consumer notifies a debt collector in writing that the consumer refuses to*
3 *pay a debt or that the consumer wishes the debt collector to cease further*
4 *communication with the consumer, the debt collector shall not communicate*
5 *further with the consumer with respect to such debt.*

6 106. Plaintiff sent HSBC **one (1)** written "Cease and Desist Order" dated **March 13, 2012** via
7 Certified Mail on **March 15, 2012**. The returned Certified Mail Receipt indicates that
8 said letter was received by HSBC on **March 19, 2012**. A true and correct copy of the
9 **one (1)** Cease and Desist Order and the corresponding Certified Mail Receipt, are
10 attached collectively hereto as **Exhibit "A"** and incorporated herein.

11 107. Plaintiff sent **one (1)** additional written "Cease and Desist Order" dated **April 9, 2012**
12 via Certified Mail. The returned Certified Mail Receipt indicates that said letter was
13 received by HSBC on **April 30, 2012**. A true and correct copy of the **one (1)** Cease and
14 Desist Order and the corresponding Certified Mail Receipt, are attached collectively
15 hereto as **Exhibit "A"** and incorporated herein.

16 108. In addition, Plaintiff gave verbal notice of attorney representation and to cease all
17 communications on **May 7, 2012**.

18 109. Further, DOAN LAW FIRM, LLP sent **three (3)** additional "Cease and Desist Orders"
19 dated **May 9, 2012** via First Class Mail with Proofs of Service on **May 10, 2012**
20 directing Defendants to cease all communications with Plaintiff. True and correct
21 copies of the **three (3)** Cease and Desist Orders and the corresponding Proofs of
22 Service, are attached collectively hereto as **Exhibit "A"** and incorporated herein.

23 110. Defendants violated 15 U.S.C. §1692c(c) as incorporated into the RFDCPA because
24 Defendants repeatedly and continuously harassed Plaintiff at least **one hundred ninety-**
25 **two (192)** times after being directly notified in writing, of Plaintiff's representation by
26 Doan Law Firm and to stop calling.

27 ///

28 ///

111. Defendants violated 15 U.S.C §1692c(c), as incorporated into the RFDCPA, because Defendants harassed Plaintiff after being directly notified to cease and desist all further communication.

112. California Civil Code §1788.17 requires that Defendants comply with the provisions of 15 U.S.C. §1692c(c).

113. The foregoing violations of 15 U.S.C. §1692c(c) by Defendants resulted in separate violations of California Civil Code §1788.17.

114. California Civil Code Section 1788.17 provides that Defendants and each of them are subject to the remedies of 15 U.S.C. §1692k for failing to comply with the provisions of 15 U.S.C. §1692c(c).

115. The foregoing violations by Defendants were willful and knowing violations of Title 116.1.6C of the California Civil Code (RFDCPA), are sole and separate violations under California Civil Code Section §1788.30(b), and trigger a **penalty of up to \$1,000.00.**

FOURTH CAUSE OF ACTION:

VIOLATION OF CALIFORNIA CIVIL CODE §1788.17 OF THE RFDCPA

(Under 15 U.S.C. §1692d(5))

117. Plaintiff realleges and incorporates by reference the above paragraphs as though set forth fully herein.

118. California Civil Code §1788.17 of the RFDCPA provides in pertinent part:

Notwithstanding any other provision of this title, every debt collector collecting or attempting to collect a consumer debt shall comply with the provisions of §1692b to §1692j, inclusive, of, and shall be subject to the remedies in §1692k of Title 15 of the United States Code.

119. 15 U.S.C. §1692d(5) of the FDCPA provides:

A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing,

the following conduct is a violation of this section—

(5) Causing a telephone to ring or engaging a person in telephone conversation repeatedly or continuously with the intent to annoy, abuse, or harass any person at the called number.

120. Defendants violated 15 U.S.C. §1692d(5), as incorporated into the RFDCPA, because Defendants repeatedly and continuously contacted and harassed Plaintiff by telephone and email at least **one hundred ninety-two (192)** times regarding the alleged debt.

121. Defendants telephoned Plaintiff on a near-daily basis, including early morning and late at night, and on most days, Defendants placed multiple unlawful telephone calls. By way of example, Defendants called Plaintiff at least **three (3) times per day** on **March 27, 2012 at 8:06 am, 10:33 am, and 5:24 pm; March 30, 2012 at 8:05 am, 10:31 am, and 3:00 pm; April 7, 2012 at 8:15 am, 9:45 am, and 12:17 pm; April 11, 2012 at 8:41 am, 10:54 am, and 7:28 pm; April 15, 2012 at 8:34 am, 11:57 am, 1:21 pm and 3:43 pm; April 18, 2012 at 3:47 pm, 7:34 pm and 8:26 pm; April 21, 2012 at 8:34 am, 11:17 am and 4:06 pm; April 22, 2012 at 8:07 am, 9:12 am, 12:35 pm and 6:52 pm; April 23, 2012 at 3:37 pm, 7:44 pm and 8:25 pm; April 24, 2012 at 9:39 am, 7:21 pm, 8:04 pm and 8:48 pm; April 25, 2012 at 8:40 am, 4:44pm, 7:43 pm and 8:24 pm; April 26, 2012 at 8:43 am, 11:36 am, 2:46 pm, 7:20 pm, 8:11 pm and 8:49 pm; April 28, 2012 at 8:03 am, 9:29 am and 1:28 pm; April 29, 2012 at 8:39 am, 11:20 am, 1:40 pm and 6:28 pm; April 30, 2012 at 2:13 pm, 4:20 pm and 7:12 pm; May 1, 2012 at 8:44 am, 6:27 pm, 7:00 pm and 8:14 pm; May 3, 2012 at 11:59 am, 3:22 pm and 7:35 pm; May 6, 2012 at 8:30 am, 9:40 am and 1:14 pm.** This number of calls demonstrates the high volume of contacts Defendants placed to Plaintiff.

122. Defendants telephoned Plaintiff at least **one (1) times** per day **every single day between April 13, 2012 and May 18, 2012.** During that **thirty- five (35)** day span, Defendants called **one hundred forty-three (143)** times, for an average of **over (2) times a day.** This **high frequency** and intensity of calling shows the **pattern** of contacts Defendants placed to Plaintiff.

123. Further, between April 21, 2012 and May 1, 2012, Defendants contacted Plaintiff at least **three (3) times** every day, totaling **forty-seven (47)** times in **ten (10) days**.

124. California Civil Code §1788.17 requires that Defendants comply with the provisions of 15 U.S.C §1692d(5).

125. The foregoing violations of 15 U.S.C §1692d(5) by Defendants resulted in separate violations of California Civil Code Section §1788.17.

126. California Civil Code §1788.17 provides that Defendants and each of them are subject to the remedies of 15 U.S.C. §1692k for failing to comply with the provisions of 15 U.S.C. §1692d(5).

127. The foregoing violations by Defendants were willful and knowing violations of Title 1.6C of the California Civil Code (RFDCPA), are sole and separate violations under California Civil Code Section § 1788.30(b), and trigger a **penalty of up to \$1,000.00**.

FIFTH CAUSE OF ACTION:

VIOLATION OF CALIFORNIA CIVIL CODE §1788.11(d)

128. Plaintiff realleges and incorporates by reference the above paragraphs as though set forth fully herein.

129. California Civil Code Section 1788.11(d) provides in pertinent part:

No debt collector shall collect or attempt to collect a consumer debts by means of the following practices:

(d) Causing a telephone to ring repeatedly or continuously to annoy the person called.

130. Defendants violated California Civil Code §1788.11(d) because they repeatedly and continuously contacted and harassed Plaintiff by telephone at least **one hundred ninety-two (192)** times regarding the alleged debt.

131. Defendants telephoned Plaintiff on a daily basis, including early morning and late at night, and on most days, they placed multiple unlawful telephone calls. By way of example, Defendants called the Plaintiff at least **three (3) times per day** on March 27,

2012 at 8:06 am, 10:33 am, and 5:24 pm; March 30, 2012 at 8:05 am, 10:31 am, and 3:00 pm; April 7, 2012 at 8:15 am, 9:45 am, and 12:17 pm; April 11, 2012 at 8:41 am, 10:54 am, and 7:28 pm; April 15, 2012 at 8:34 am, 11:57 am, 1:21 pm and 3:43 pm; April 18, 2012 at 3:47 pm, 7:34 pm and 8:26 pm; April 21, 2012 at 8:34 am, 11:17 am and 4:06 pm; April 22, 2012 at 8:07 am, 9:12 am, 12:35 pm and 6:52 pm; April 23, 2012 at 3:37 pm, 7:44 pm and 8:25 pm; April 24, 2012 at 9:39 am, 7:21 pm, 8:04 pm and 8:48 pm; April 25, 2012 at 8:40 am, 4:44pm, 7:43 pm and 8:24 pm; April 26, 2012 at 8:43 am, 11:36 am, 2:46 pm, 7:20 pm, 8:11 pm and 8:49 pm; April 28, 2012 at 8:03 am, 9:29 am and 1:28 pm; April 29, 2012 at 8:39 am, 11:20 am, 1:40 pm and 6:28 pm; April 30, 2012 at 2:13 pm, 4:20 pm and 7:12 pm; May 1, 2012 at 8:44 am, 6:27 pm, 7:00 pm and 8:14 pm; May 3, 2012 at 11:59 am, 3:22 pm and 7:35 pm; May 6, 2012 at 8:30 am, 9:40 am and 1:14 pm. This calling pattern shows the **high volume** of calls Defendants placed to Plaintiff.

132. Defendants telephoned Plaintiff at least one (1) times per day every single day between April 13, 2012 and May 18, 2012. During that **thirty-five (35)** day span, Defendants called **one hundred forty-three (143)** times, for an average of over two (2) times a day. This **high frequency** and intensity of calling shows the **pattern** of contacts Defendants placed to Plaintiff.

133. Further, between **April 21, 2012 and May 1, 2012**, Defendants contacted Plaintiff at least three (3) times every day, totaling **forty-seven (47)** times in **ten (10)** days.

134. Plaintiff alleges that the frequent and persistent **unlawful telephone contacts** from Defendants were made with the **intent to induce emotional distress to coerce payment** on the alleged debt.

135. The foregoing act(s) by Defendants were willful and knowing violations of Title 1.6C of the California Civil Code (RFDCPA), are sole and separate violations under California Civil Code Section §1788.30(b), and trigger a **penalty of up to \$1,000.00**.

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SIXTH CAUSE OF ACTION:

VIOLATION OF CALIFORNIA CIVIL CODE §1788.11(e)

136. Plaintiff realleges and incorporates by reference the above paragraphs as though set forth fully herein.

137. California Civil Code Section 1788.11(e) provides in pertinent part:

No debt collector shall collect or attempt to collect a consumer debts by means of the following practices:

(e) Communicating, by telephone or in person, with the debtor with such frequency as to be unreasonable and to constitute harassment to the debtor under the circumstances.

138. Defendants violated 15 U.S.C. §1788.11(e) as Defendants repeatedly and continuously contacted and harassed Plaintiff by telephone and email at least **one hundred ninety-two (192)** times regarding the alleged debt.

139. Defendants telephoned Plaintiff on a daily basis, including early morning and late at night, and on most days, they placed multiple unlawful telephone calls. By way of example, Defendants called Plaintiff at least **three (3) times per day** on March 27, 2012 at 8:06 am, 10:33 am, and 5:24 pm; March 30, 2012 at 8:05 am, 10:31 am, and 3:00 pm; April 7, 2012 at 8:15 am, 9:45 am, and 12:17 pm; April 11, 2012 at 8:41 am, 10:54 am, and 7:28 pm; April 15, 2012 at 8:34 am, 11:57 am, 1:21 pm and 3:43 pm; April 18, 2012 at 3:47 pm, 7:34 pm and 8:26 pm; April 21, 2012 at 8:34 am, 11:17 am and 4:06 pm; April 22, 2012 at 8:07 am, 9:12 am, 12:35 pm and 6:52 pm; April 23, 2012 at 3:37 pm, 7:44 pm and 8:25 pm; April 24, 2012 at 9:39 am, 7:21 pm, 8:04 pm and 8:48 pm; April 25, 2012 at 8:40 am, 4:44pm, 7:43 pm and 8:24 pm; April 26, 2012 at 8:43 am, 11:36 am, 2:46 pm, 7:20 pm, 8:11 pm and 8:49 pm; April 28, 2012 at 8:03 am, 9:29 am and 1:28 pm; April 29, 2012 at 8:39 am, 11:20 am, 1:40 pm and 6:28 pm; April 30, 2012 at 2:13 pm, 4:20 pm and 7:12 pm; May 1, 2012 at 8:44 am, 6:27 pm, 7:00 pm and 8:14 pm; May 3, 2012 at 11:59 am, 3:22 pm and 7:35 pm; May 6, 2012 at 8:30 am, 9:40 am and 1:14 pm. This calling pattern

shows the **high volume** of calls Defendants placed to Plaintiff.

140. Defendants telephoned Plaintiff at least **one (1) times** per day **every single day between April 13, 2012 and May 18, 2012**. During that **thirty-five (35)** day span, Defendants called **one hundred forty-three (143)** times, for an average of **over two (2) times a day**. This **high frequency** and intensity of calling shows the **pattern** of contacts Defendants placed to Plaintiff.

141. Further, between **April 21, 2012 and May 1, 2012**, Defendants contacted Plaintiff at least **three (3) times** every day, totaling **forty-seven (47)** times in **ten (10)** days.

142. Plaintiff alleges that the frequent and persistent unlawful telephone contacts are **highly unreasonable** and **constitute harassment** under California Civil Code §1788.11(e).

143. The foregoing act(s) by Defendants were willful and knowing violations of Title 1.6C of the California Civil Code (RFDCPA), are sole and separate violations under California Civil Code Section §1788.30(b). and trigger a **penalty of up to \$1,000.00**.

SEVENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA CIVIL CODE §1788.12(a)

144. Plaintiff realleges and incorporates by reference the above paragraphs as though set forth fully herein.

145. California Civil Code Section 1788.12(a) provides:

No debt collector shall collect or attempt to collect a consumer debt by means of the following practices:

(a) Communicating with the debtor's employer regarding the debtor's consumer debt unless such a communication is necessary to the collection of the debt, or unless the debtor or his attorney has consented in writing to such communication.

146. Defendants violated California Civil Code Section §1788.12(a) since Defendants contacted Plaintiff at work on **March 27, 2012 at 8:06 am and 10:33 am; March 30, 2012 at 8:05 am, 10:31 am and 3:00 pm; April 5, 2012 at 8:36 am; April 7, 2012 at**

8:15 am, 9:45 am and 12:17 pm; April 11, 2012 at 8:41 am and 10:54 am; April 13, 2012 at 2:48 pm; April 14, 2012 at 8:29 am and 3:04 pm; April 15, 2012 at 8:34am, 11:57 am, 1:21 pm and 3:43 pm; April 17, 2012 at 11:31 am; April 18, 2012 at 3:47 pm; April 20, 2012 at 3:54 pm; April 21, 2012 at 8:34 am and 11:17 am; April 22, 2012 at 8:07 am, 9:12 am, 12:35 pm; April 23, 2012 at 3:37 pm; April 24, 2012 at 9:39 am; April 26, 2012 at 8:43 am, 11:36 am and 2:46 pm; April 28, 2012 at 8:03 am, 9:29 am and 1:28 pm; April 29, 2012 at 8:39 am, 11:20 am and 1:40 pm; April 30, 2012 at 2:13 pm; May 1, 2012 at 8:44 am; May 3, 2012 at 11:59 am and 3:22 pm; May 5, 2012 at 8:18 am and 9:26 am; May 6, 2012 at 8:30 am, 9:40 am and 1:14 pm; May 7, 2012 at 8:46 am, 12:25 pm, 1:29 pm and 2:12 pm; May 11, 2012 at 8:35 am; and May 17, 2012 at 8:29 am and 9:52 am.

147. The exception of being necessary to the collection of the debt does not apply in this case because Defendants had been informed of attorney representation by DOAN LAW FIRM, LLP and change of billing address through Plaintiff sent HSBC **one (1)** written "Cease and Desist Order" dated **March 13, 2012** via Certified Mail on **March 15, 2012**. The returned Certified Mail Receipt indicates that said letter was received by HSBC on **March 19, 2012**. A true and correct copy of the **one (1)** Cease and Desist Order and the corresponding Certified Mail Receipt, are attached collectively hereto as **Exhibit "A"** and incorporated herein.

148. Plaintiff sent **one (1)** additional written "Cease and Desist Order" dated **April 9, 2012** via Certified Mail. The returned Certified Mail Receipt indicates that said letter was received by HSBC on **April 30, 2012**. A true and correct copy of the **one (1)** Cease and Desist Order and the corresponding Certified Mail Receipt, are attached collectively hereto as **Exhibit "A"** and incorporated herein.

149. In addition, Plaintiff gave verbal notice of attorney representation and to cease all communications on **May 7, 2012**.

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1 150. Further, DOAN LAW FIRM, LLP sent **three (3)** additional "Cease and Desist Orders"
 2 dated **May 9, 2012** via First Class Mail with Proofs of Service on **May 10, 2012** directing
 3 Defendants to cease all communications with Plaintiff. True and correct copies of the
 4 **three (3)** Cease and Desist Orders and the corresponding Proofs of Service, are attached
 5 collectively hereto as **Exhibit "A"** and incorporated herein.

6 151. When the Plaintiff retained the services of DOAN LAW FIRM, LLP on **March 10, 2012**,
 7 DOAN LAW FIRM, LLP became the new point of contact for all creditors, including the
 8 Defendants.

9 152. DOAN LAW FIRM stated it would act as the new billing address in the aforementioned
 10 written Cease and Desist Orders sent:

11 *"Pursuant to FCBA and TILA, demand is hereby made that the address for any*
 12 *future billing statements be changed to our office at 2850 Pio Pico Drive, Suite*
 13 *D, Carlsbad, CA 92008."*

14 153. Despite receiving notice of the Plaintiff's change of address to DOAN LAW FIRM,
 15 LLP on **March 19, 2012** and **May 10, 2012**, the Defendants still proceeded to contact
 16 Plaintiff's work on **March 27, 2012 at 8:06 am and 10:33 am; March 30, 2012 at 8:05**
 17 **am, 10:31 am and 3:00 pm; April 5, 2012 at 8:36 am; April 7, 2012 at 8:15 am, 9:45**
 18 **am and 12:17 pm; April 11, 2012 at 8:41 am and 10:54 am; April 13, 2012 at 2:48**
 19 **pm; April 14, 2012 at 8:29 am and 3:04 pm; April 15, 2012 at 8:34am, 11:57 am,**
 20 **1:21 pm and 3:43 pm; April 17, 2012 at 11:31 am; April 18, 2012 at 3:47 pm; April**
 21 **20, 2012 at 3:54 pm; April 21, 2012 at 8:34 am and 11:17 am; April 22, 2012 at 8:07**
 22 **am, 9:12 am, 12:35 pm; April 23, 2012 at 3:37 pm; April 24, 2012 at 9:39 am; April**
 23 **26, 2012 at 8:43 am, 11:36 am and 2:46 pm; April 28, 2012 at 8:03 am, 9:29 am and**
 24 **1:28 pm; April 29, 2012 at 8:39 am, 11:20 am and 1:40 pm; April 30, 2012 at 2:13**
 25 **pm; May 1, 2012 at 8:44 am; May 3, 2012 at 11:59 am and 3:22 pm; May 5, 2012 at**
 26 **8:18 am and 9:26 am; May 6, 2012 at 8:30 am, 9:40 am and 1:14 pm; May 7, 2012 at**
 27 **8:46 am, 12:25 pm, 1:29 pm and 2:12 pm; May 11, 2012 at 8:35 am; and May 17,**
 28 **2012 at 8:29 am and 9:52 am. .**

1 154. Plaintiff and DOAN LAW FIRM, LLP did not did not consent in writing to such a
2 communication.

3 155. The foregoing act(s) by Defendants were willful and knowing violations of Title 1.6C of
4 the California Civil Code (RFDCPA), are sole and separate violations under California
5 Civil Code Section §1788.30(b), and trigger **penalty of up to \$1,000.00**.

6
7 **EIGHTH CAUSE OF ACTION:**

8 **VIOLATION OF §1788.14(c) of the RFDCPA**

9 156. Plaintiff realleges and incorporates by reference the above paragraphs as though set forth
10 fully herein.

11 157. California Civil Code Section 1788.14(c) provides in pertinent part:

12 *No debt collector shall collect or attempt to collect a consumer debts by means of*
13 *the following:*

14 *(c) Initiating communications, other than statements of account, with the*
15 *debtor with regard to the consumer debt, when the debt collector has been*
16 *previously notified in writing by the debtor's attorney that the debtor is*
17 *represented by such attorney with respect to the consumer debt and such*
18 *notice includes the attorney's name and address and a request by such*
19 *attorney that all communications regarding the consumer debt be*
20 *addressed to such attorney . . .*

21 158. Defendants violated California Civil Code Section §1788.14(c), because Defendants
22 repeatedly contacted and harassed Plaintiff by calling **one hundred ninety-two (192)**
23 times after being directly notified in writing of attorney representation concerning the
24 debt.

25 159. The foregoing act(s) by Defendants were willful and knowing violations of Title 1.6C of
26 the California Civil Code (RFDCPA), are sole and separate violations under California
27 Civil Code Section §1788.30(b), and trigger **a penalty of up to \$1,000.00**.

NINTH CAUSE OF ACTION:

NEGLIGENT VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION

ACT 47 U.S.C. §227 et seq.

160. Plaintiff realleges and incorporate by reference the above paragraphs as though set forth fully herein.

161. Telephone Consumer Protection Act of 1991, 47 U.S.C. §227(b)(1)(A)(iii) and (B) provides in pertinent part:

(1) It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States -

(A) to make any call (other than a call made for emergency purpose or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice -

...

(iii) to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

(B) to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message . . .

162. Defendants violated 47 U.S.C. §227 et seq. since Defendants called and harassed Plaintiff at least **one hundred ninety-two (192)** times using an “automated telephone dialing system,” as that term is defined by 47 U.S.C. §227a(1). True and correct copies of the telephone records and “Unlawful Communications Log” are attached collectively hereto as **Exhibit “B-D,”** respectively, and are incorporated herein.

163. Plaintiff is informed and believes, and based thereon allege, that discovery will reveal further violations.

164. During these telephone calls, Defendants used “an artificial or prerecorded voice,” as prohibited by 47 U.S.C. §227b(1)(A) and (B).

1 165. Defendants placed these calls to a telephone number assigned to a residential telephone
2 line and cellular telephone service for which Plaintiff incur a charge for incoming calls
3 pursuant to 47 U.S.C. §227b(1)(A) and (B).

4 166. These telephone calls were not placed by Defendants for emergency purposes, within the
5 meaning of 47 U.S.C. §227b(1)(A) and (B).

6 167. Plaintiff did not provide "express consent" allowing Defendants to place telephone calls
7 to Plaintiff residential and cellular phone placed by an "automatic telephone dialing
8 system" or utilizing an "artificial or prerecorded voice," within the meaning of 47 U.S.C.
9 §227b(1)(A) and (B).

10 168. In the event Defendants allege they obtained the prior express consent of Plaintiff to
11 receive such automated calls, Plaintiff **expressly and explicitly revoked any such**
12 **consent** in writing and verbally when Plaintiff sent **five (5)** "Cease and Desist Orders"
13 and **one (1)** separate verbal notice stating to stop such repetitive and harassing calls. True
14 and correct copies of the Cease and Desist Orders and their corresponding certified mail
15 receipts and Proofs of Service are attached collectively hereto as **Exhibit "A"** and
16 incorporated herein.

17 169. Under the TCPA and pursuant to the FCC's Declaratory Ruling, the burden is on
18 Defendants to demonstrate Plaintiff provided express consent within the meaning of the
19 statute. Defendants have failed to meet their burden since no written express consent
20 exists. In the alternative, even if Defendants allege such initial consent existed at a prior
21 time, Defendants have failed to meet their burden once the cease and desist letters
22 expressly and explicitly revoked any such consent in writing.

23 170. Defendants' calls do not fall within any exception by rule or order of the Commission, as
24 provided by 47 U.S.C. §227b(B).

25 171. The foregoing violations of 47 U.S.C. §227b(1) by Defendants trigger a recovery of
26 **\$500 in statutory damages for each and every call** in violation of the statute, pursuant
27 to 47 U.S.C. §227b(3).
28

TENTH CAUSE OF ACTION:

KNOWING AND/OR WILLFUL VIOLATIONS OF THE TELEPHONE CONSUMERPROTECTION ACT 47 U.S.C. §227 et seq.

172. Plaintiff reallege and incorporate by reference the above paragraphs as though set forth fully herein.

173. Telephone Consumer Protection Act of 1991, 47 U.S.C. §227(b)(1)(A)(iii) provides in pertinent part:

(1) It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States -

(A) to make any call (other than a call made for emergency purpose or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice -

...

(iii) to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.

174. Defendants violated 47 U.S.C. §227b(1)(A) since Defendants knowingly and willingly called and harassed Plaintiff at least **one hundred ninety-two (192)** times using an “automated telephone dialing system,” as that term is defined by 47 U.S.C. §227a(1). True and correct copies of the telephone records and “Unlawful Communications Log” are attached collectively hereto as **Exhibit “B-D,”** respectively, and are incorporated herein.

175. Plaintiff are informed and believe, and based thereon allege, that discovery will reveal further violations.

176. During these telephone calls, Defendants knowingly and willingly used “an artificial or prerecorded voice,” as prohibited by 47 U.S.C. §227b(1)(A).

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1 177. Defendants knowingly and willingly placed these calls to a residential telephone line
2 and/or cellular telephone service for which Plaintiff incur a charge for incoming calls
3 pursuant to 47 U.S.C. §227b(1)(A) and (B).

4 178. These telephone calls were not placed by Defendant for emergency purposes as defined
5 by 47 U.S.C. §227b(1)(A)(I).

6 179. Plaintiff did not provide "express consent" allowing Defendants to place telephone calls
7 to Plaintiff' residential and/or cellular phone placed by an "automatic telephone dialing
8 system" or utilizing an "artificial or prerecorded voice," within the meaning of 47 U.S.C.
9 §227b(1)(A) and (B).

10 180. In the event Defendants allege they obtained the prior express consent of Plaintiff to
11 receive such automated calls, Plaintiff **expressly and explicitly revoked any such**
12 **consent** in writing and verbally when Plaintiff sent **five (5)** "Cease and Desist Orders"
13 and **one (1)** separate verbal notice stating to stop such repetitive and harassing calls. True
14 and correct copies of the Cease and Desist Orders and their corresponding certified mail
15 receipts and Proofs of Service are attached collectively hereto as **Exhibit "A"** and
16 incorporated herein.

17 181. Under the TCPA and pursuant to the FCC's Declaratory Ruling, the burden is on
18 Defendants to demonstrate Plaintiff provided express consent within the meaning of the
19 statute. Defendants have failed to meet their burden since no written express consent
20 exists. In the alternative, even if Defendants allege such initial consent existed at a prior
21 time, Defendants have failed to meet their burden once the cease and desist letters
22 expressly and explicitly revoked any such consent in writing.

23 182. Defendants' calls do not fall within any exception by rule or order of the Commission, as
24 provided by 47 U.S.C. §227b(B).

25 183. The foregoing violations of 47 U.S.C. §227b(1) by Defendants were knowing and/or
26 willful, which entitle Plaintiff to **treble damages of up to \$1,500 for each and every**
27 **call** in violation of the statute, pursuant to 47 U.S.C. §227b(3).
28

ELEVENTH CAUSE OF ACTION:

INVASION OF PRIVACY (INTRUSION UPON SECLUSION)

184. Plaintiff realleges and incorporates by reference the above paragraphs as though set forth fully herein.

Defendants Intruded Upon Plaintiff Privacy

185. Plaintiff has an objectively reasonable expectation of privacy in the interior of his own home and at work such that Defendants would not continue to communicate and harass Plaintiff and engage in unlawful, intrusive, and abusive telephone calls in an effort to collect a debt after Defendants received verbal notice of attorney representation and have documented receipt of **two (2)** Cease and Desist Orders from Plaintiff.

186. Defendants intentionally intruded on Plaintiff's privacy by, among other things, continuing to communicate with Plaintiff at home and at work, after receiving **five (5)** written Cease and Desist Orders and **one (1)** verbal notice, and unlawfully and intentionally continued to communicate with Plaintiff at least **one hundred ninety-two (192)** times, calling for over **eight (8)** weeks, and repeatedly harassing Plaintiff, even though Defendants knew that Plaintiff was represented by DOAN LAW FIRM, LLP.

187. Plaintiff works in an exceptionally dangerous and high risk job. Defendants' repeated calls to the Plaintiff during work hours negatively affected his ability to concentrate while on the job, increasing the risk of serious injury and/or death to himself and co-workers. Plaintiff gave verbal notice of attorney representation and to cease all communications on **May 7, 2012**. Plaintiff notified Defendants that their incessant phone calls caused him to be distracted while at work, increasing the risk of serious injury and/or death to himself and co-workers.

188. Plaintiff never consented to Defendants' intrusion and specifically ordered them to stop any and all communications regardless of the form thereof. Nevertheless, Defendants wholly and completely disregarded the notice provided by Plaintiff.

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189. One's family residence is a legally recognized place where one's solitude and seclusion will not be violated. Schulman v. Group W Productions, Inc., 18 Cal.4th 200, 230-31 (1998).

Defendants' Conduct was Highly Offensive

190. Defendants telephoned Plaintiff on a daily basis, including early morning, late at night, and even at work. Most days there were multiple calls. By way of example, Defendants placed at least **four (4)** calls on **April 15, 2012, April 22, 2012, April 24, 2012, April 25, 2012, April 29, 2012, May 1, 2012**, **five (5)** calls on **May 7, 2012**, and **six (6)** calls on **April 26, 2012**.

191. Defendant called **almost every hour**. On **April 26, 2012**, Defendants called at **8:43 am, 11:36 am, 2:46 pm, 7:20 pm, 8:11 pm and 8:49 pm.**

192. Defendant called **almost every hour**. On **May 7, 2012**, Defendants called at **8:46 am, 12:25 pm, 1:29 pm, 2:12 pm and 4:38 pm.**

193. In effect, Plaintiff was under continued surveillance and assaulted by Defendants' unwavering calls and the constant ringing of the phone.

194. Plaintiff is informed and believes, and based thereon alleges, that discovery will reveal further violations.

195. The volume of **forty-seven (47)** phone calls in the span of **ten (10)** consecutive calendar days demonstrate Defendants' intent to harass the Plaintiff and coerce Plaintiff into paying money on a debt Defendants knew to be disputed. This pattern and volume of calling would be considered **highly offensive** to a reasonable person and is an overly intrusive business practice.

196. The FDCA and RFDCPA, under 15 U.S.C. § 1692d(6) and Cal. Civ. Code § 1788.11(d), provide that "causing the phone to ring repeatedly or continuously to annoy the person called" is abusive and harassing to a reasonable person. A reasonable person would be offended if they were to be called nearly every hour in the pattern alleged herein. Fausto v. Credigy, 598 F. Supp. 2d 1049, 1056 (W.D. Cal. 2009).

///

1 197. Defendants called frequently to annoy and harass Plaintiff at his home and work. There
2 is no reason for Defendants to call Plaintiff when Defendants could have simply called
3 DOAN LAW FIRM. Thus, Defendants clearly had a far less intrusive means to collect
4 on this account and Defendants clearly continued to harass and annoy Plaintiff without
5 any legitimate justification for this barrage of calls.

6 198. Defendants' cavalier conduct demonstrated complete disregard for Plaintiff's autonomy,
7 dignity, and serenity in his home and work. Defendants' conduct has caused Plaintiff
8 unwarranted and unnecessary time, effort, and expense in seeking to enforce rights
9 guaranteed by the California Statute. Plaintiff has incurred mental and emotional distress,
10 nervousness, grief, anxiety, worry, mortification, shock, humiliation and indignity, which
11 will continue to trial.

12 199. Courts have held that repeated and continuous calls in an attempt to collect a debt give
13 rise to a claim for intrusion upon seclusion. Fausto v. Credigy, 598 F. Supp. 2d 1049,
14 1056 (N.D. CA 2009) (citing to Panahiasl v. Gurney, 2007 U.S. Dist. Lexis 17269 and
15 Joseph v. JJ. MacIntyre LLC, 238 F. Supp. 2d 1158, 1169 (N.D. Cal. 2002)).

16 200. These intrusions as against Plaintiff by Defendants in incessantly and repeatedly making
17 multiple telephone calls to Plaintiff were intense and occurred in a way that would be
18 highly offensive to a reasonable person in Plaintiff's position.

19 201. Defendants' conduct was particularly offensive since Plaintiff has a medical history of
20 high blood pressure and multiple heart attacks; conditions which were greatly
21 exacerbated by the increased stress he experienced as a direct result of the incessant and
22 overt harassment on the part of the Defendants.

23 202. Plaintiff was diagnosed with Hypertension. Plaintiff has since been prescribed
24 medications to ease with the Hypertension, which was further
25 exacerbated by the Defendants' incessant phone calls while Plaintiff was at work in a
26 dangerous high risk position and at home attempting to relax.

27 ///

28 ///

1 203. Plaintiff has a history of multiple heart attacks. The increased stress the plaintiff
2 experienced as a direct result of the Defendants' incessant and excessive phone calls had
3 a negative impact on his overall health and well-being, resulting in an increased risk of,
4 and susceptibility to, his previously established heart condition.

5 204. Plaintiff was diagnosed with hypertension and anxiety by his physician. Plaintiff has
6 since been prescribed medications to ease the severe anxiety he has developed due to the
7 harassment by the Defendants.

8 205. Plaintiff also suffers from debilitating insomnia, which has been exacerbated by the
9 extraordinary amount of stress placed on the Plaintiff as a result of the numerous contacts
10 from the Defendants.

11 206. Plaintiff uses his phone for business purposes. Defendants' incessant calling caused
12 Plaintiff to be reprimanded by his boss. Plaintiff suffered further embarrassment and
13 anxiety while Plaintiff's phone would continuously vibrate in his pocket due to
14 Defendants' numerous calls.

15 207. Plaintiff works in an exceptionally dangerous and high risk job. Defendants' repeated
16 calls to the Plaintiff during work hours negatively affected his ability to concentrate
17 while on the job, increasing the risk of serious injury and/or death to himself and co-
18 workers. Plaintiff gave verbal notice of attorney representation and to cease all
19 communications on **May 7, 2012**. Plaintiff notified Defendants that their incessant phone
20 calls caused him to be distracted while at work, increasing the risk of serious injury
21 and/or death to himself and co-workers.

22 208. Defendants continuously called Plaintiff's cell phone. Due to the fact that Plaintiff is
23 obligated to answer his phone by his employer, **there was no escape from Defendants**
24 **repeated calls**. Each call from Defendants invaded Plaintiff's physical and sensory
25 privacy each time the phone rang. Plaintiff, and any reasonable person, would find that
26 the calling pattern of the Defendants was highly annoying and offensive.

27 ///

28 ///

- 1 209. Defendants' intrusions against Plaintiff occurred after Defendants knew Plaintiff was
 2 represented by DOAN LAW FIRM, LLP and fact that said attorneys would sue
 3 Defendants for such mean-spirited conduct if it continued, shows the audacity and
 4 scorched Earth tactics that Defendants would employ at a "stop for nothing" attitude.
- 5 210. As a result of such invasions of privacy, Plaintiff is entitled to actual damages in amount
 6 to be determined according to proof.
- 7 211. Defendants also acted with such oppression, fraud, and/or malice, that Plaintiff is also
 8 entitled to punitive damages in an amount according to proof.

9
 10 **TWELFTH CAUSE OF ACTION:**

11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

- 12 212. Plaintiff realleges and incorporates by reference the above paragraphs as though set forth
 13 fully herein.
- 14 213. Defendants' conduct was outrageous and extreme as evidenced by these facts:
- 15 (a) Defendants contacted Plaintiff **one hundred ninety-two (192)** times;
 - 16 (b) Defendants called multiple times a day, sometimes making (5) to (6) calls in a
 17 single day; and
 - 18 (c) Defendants contacted Plaintiff everyday for **thirty-five (35)** consecutive days
 19 from **April 13, 2012 to May 18, 2012**. During that **thirty-five (35)** day span,
 20 Defendants called **one hundred forty-three (143)** times, for an average of **over**
 21 **two (2) times a day**
- 22 214. Defendants' conduct was intentional, as evidenced by, among other things, continuing to
 23 communicate with Plaintiff at home and at work after **one (1)** verbal notice and after
 24 receiving **five (5)** written Cease and Desist Orders attached as **Exhibits "A"** hereto.
 25 Defendants unlawfully and intentionally communicated with Plaintiff at least **one**
 26 **hundred ninety-two (192)** times even though Defendants knew that Plaintiff was
 27 represented by DOAN LAW FIRM, LLP.

28 ///

1 215. Defendants called frequently to annoy and harass Plaintiff at his home and work. **There**
2 **was no reprieve from Defendants repeated calls.**

3 216. These actions are in direct violation of the RFDCPA, FDCPA, TCPA. All of these
4 actions by Defendants clearly demonstrated reckless disregard for Plaintiff and his
5 emotional well being.

6 217. Plaintiff was diagnosed with Hypertension. Plaintiff has since been prescribed
7 medications to ease with the Hypertension, which was further
8 exacerbated by the Defendants' incessant phone calls while Plaintiff was at work in a
9 dangerous high risk position and at home attempting to relax.

10 218. Plaintiff has a history of multiple heart attacks. The increased stress the plaintiff
11 experienced as a direct result of the Defendants' incessant and excessive phone calls had
12 a negative impact on his overall health and well-being, resulting in an increased risk of,
13 and susceptibility to, his previously established heart condition.

14 219. Plaintiff was diagnosed with hypertension and anxiety by his physician. Plaintiff has
15 since been prescribed medications to ease the severe anxiety he has developed due to the
16 harassment by the Defendants.

17 220. Plaintiff also suffers from debilitating insomnia, which has been exacerbated by the
18 extraordinary amount of stress placed on the Plaintiff as a result of the numerous contacts
19 from the Defendants.

20 221. Plaintiff uses his phone for business purposes. Defendants' incessant calling caused
21 Plaintiff to be reprimanded by his boss. Plaintiff suffered further embarrassment and
22 anxiety while Plaintiff's phone would continuously vibrate in his pocket due to
23 Defendants' numerous calls.

24 222. Plaintiff works in an exceptionally dangerous and high risk job. Defendants' repeated
25 calls to the Plaintiff during work hours negatively affected his ability to concentrate
26 while on the job, increasing the risk of serious injury and/or death to himself and co-
27 workers. Plaintiff gave verbal notice of attorney representation and to cease all
28 communications on **May 7, 2012**. Plaintiff notified Defendants that their incessant phone

calls caused him to be distracted while at work, increasing the risk of serious injury and/or death to himself and co-workers.

223. Defendants' outrageous actions against Plaintiff occurred after Defendants knew Plaintiff was represented by DOAN LAW FIRM, LLP and in fact that said attorneys would sue Defendants for such conduct if it continued, shows the audacity and scorched Earth tactics that Defendants would employ at a "stop for nothing" attitude.

224. As a result of such intentional infliction of emotional distress, Plaintiff is entitled to actual damages in amount to be determined according to proof.

225. Defendants also acted with such oppression, fraud, and/or malice, that Plaintiff is also entitled to punitive damages in an amount according to proof.

VIII.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff having set forth the claims for relief against Defendants, respectfully prays this Court grant relief in the amount of **\$313,482.00** monetary damages (Actual Damages of at least **\$13,482.00**, **Statutory Penalties** of **\$290,000.00**, **Punitive Damages** of at least **\$10,000.00**, **Attorney Fees and Costs** according to proof, **Injunctive Relief**, and **Declaratory Relief**).

Such relief is reasonably justified under the circumstances, and is more specifically broken down as follows:

- A. **Actual Economic Damages** totaling at least **\$1,482.00**, consisting of **\$467.00 attorney fees** previously paid to DOAN LAW FIRM, LLP to end the harassment, and **\$15.00** in transportation, gasoline, telephone call charges, and postage, pursuant to California Civil Code §1788.30(a); **\$1,000.00 Additional Damages** pursuant to California Civil Code §1788.17 incorporating 15 U.S.C. §1692k; and other economic damages accruing prior to the Order for Bankruptcy Relief;
- B. **Actual Non-Economic Damages** of at least **\$12,000.00** pursuant to California Civil Code §1788.30(a) for mental and emotional distress, anxiety, fear,

embarrassment, distractions at place of work, and other injuries;

C. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.17 (under 15 U.S.C. §1692c(a)(2));

D. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.17 (under 15 U.S.C. §1692c(a)(3));

E. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.17 (under 15 U.S.C. §1692c(a)(3));

F. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.17 (under 15 U.S.C. §1692c(c));

G. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.17 (under 15 U.S.C. §1692d(5));

H. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.11(d);

I. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.11(e);

J. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.12(a);

K. **Statutory Penalties of at least \$1,000.00** against Defendants arising from violations of Civil Code §1788.14(c);

L. **Statutory Penalties of at least \$1,500.00** as against Defendants arising for **each and every** violation of 47 U.S.C. §227(b)(1) pursuant to 47 U.S.C. §227(b)(3)(B);

M. **Alternatively**, if the Court finds Plaintiffs are not entitled to statutory penalties of \$1,500.00 for each violation of 47 U.S.C. §227(b)(1), Plaintiffs request **Statutory Penalties of up to \$500.00** as against Defendants arising for **each and every** violation of 47 U.S.C. §227(b)(1) pursuant to 47 U.S.C. §227(b)(3)(C), and as further proof may reveal;

N. **Punitive damages of at least \$10,000** based on Defendants' Invasion of Privacy *and* Intentional Infliction of Emotional Distress;

- 1 M. **Costs of Litigation** and reasonable **Attorney's Fees** against Defendants pursuant
2 to California Civil Code §§1788.14, 1788.17, and Cal. Code Civ. Proc. §1021.5.
- 3 O. **Injunctive Relief** against Defendants, restraining them from any further contact
4 with Plaintiff and from reporting incomplete and inaccurate information to credit
5 reporting agencies;
- 6 P. **Declaratory Relief** against Defendants, declaring their practices of
7 communicating with and harassing Plaintiff was in violation of California Civil
8 Code Section §§1788.14, and 1788.17; and
- 9 Q. Such **other and further relief** as the Court may deem just and proper.

10
11
12 Respectfully submitted,

13 DOAN LAW FIRM, LLP

14
15 Dated: January 15, 2013

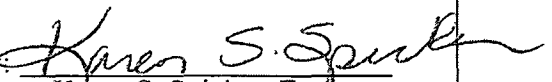
16 By: 
17 Karen S. Spicker, Esq.
18 Attorney for Plaintiff
19 SHANNON MCDONALD
20
21
22
23
24
25
26
27
28

Exhibit “A”

DOAN LAW FIRM, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
www.DoanLaw.com

March 13, 2012

**CEASE AND DESIST ORDER PER CC 1788.17 WITH
BILLING ERROR NOTICE AND ADDRESS CHANGE PER FCBA**

Hsbc/Ymaha
90 Christiana Road
New Castle, DE 19720

Re: Debtor(s): Shannon McDonald
Soc Sec No: xxx-xx-9351
Account No: xxxxxx-xxxxxx5487 and any other accounts related to the Debtor(s)
Amount: \$1,837.00

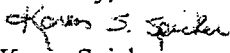
To Whom It May Concern:

Please note the above referenced debtor(s) have retained Doan Law Firm to end Creditor Communications and to discharge your claim(s) with Title 11 relief. Accordingly, whether you are a collection agent or the original creditor, **California Civil Code Section 1788.17 via 15 U.S.C. 1692** requires you **cease and desist any and all future communications on any and all accounts** associated with the above referenced debtor(s). Such notice to cease and desist must be given and transferred from creditor to any debt collector, or any other party that is creditor's successors-in-interest, agents, or any other third party, and such subsequent parties shall thereby be **deemed** to have received such notice. This letter **revokes** all prior business relationships as defined by The Telephone Consumer Protection Act 47 U.S.C. 227 (a)(2) by and between any of the original parties involved in this matter, as well as any subsequent parties in interest. Any prior consent that may have been given that would allow for the calling my clients is expressly **revoked**. Therefore, any future phone calls to the above debtor(s) using an automated telephone dialing system will result in violation of The Telephone Consumer Protection Act 47 U.S.C. 227 (b)(1)(A). Please also take all measures to check and comply with the National Do Not Call Registry, and do not call my client in violation thereof. Further, you are **specifically prohibited** from calling my clients at any time, including, but not limited to at a work number or during work hours, as their employer prohibits such calls. Likewise, any prior agreement to arbitrate or mediate, this or any related matter, by and between my client and any party is hereby revoked.

Additionally, the debtor(s) **dispute the total debt and refuse to pay the total debt**, in light of basic contract enforceability issues. Please provide our Firm copies of any contract you believe support your claim(s) in a court of law. Unless our Firm sends you written confirmation that you possess an enforceable contract, you must report the entire amount as "disputed" to all you report to per 15 USC 1692(e)8, CC 1788.17, CC 1782.25(a), and 15 USC 1601. This would also include identifying this account as "disputed" in any and all credit bureau reporting you do, such as entering compliance condition code "XB" in base segment field 20 when uploading Metro 2 automated data reporting.

Pursuant to FCBA and TILA, demand is hereby made that the address for any future billing statements be changed to our office at 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008, per the Official Staff Commentary on Regulation Z 226.2(a)(22)-2. Please see In re Wright (1981) 11 BR 590, 592, for further explanation.

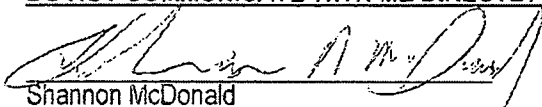
Since you have now been officially noticed as required by law, any future communications directly with our client(s), without our express written consent, shall result in a lawsuit being filed against you for knowing and willful creditor abuse violations and subject you to actual damages, statutory penalties, attorney fees, and costs. You will soon receive a Federal Notice governing your claim. You may verify the above debtor(s) attorney representation by (1) calling our office at (760) 450-3333 or (2) you may access our "Creditor Link" anytime at http://doanlaw.com/creditor_link.html. Please note, however, Karen S. Spicker represents the undersigned limited to this Cease and Desist Notice.

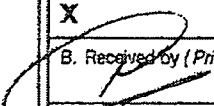
Sincerely,

Karen Spicker,
Attorney at Law

**DEBTOR CEASE AND DESIST NOTICE PER CC 1788.17
AND BILLING ERROR NOTICE/ADDRESS CHANGE PER 15 USC 1666(b)6:**

The undersigned affirms the foregoing, and disputes your claim(s), refuses to pay, and requests a change of address with all future correspondence to be sent to: 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008.

DO NOT COMMUNICATE WITH ME DIRECTLY ANYMORE.


Shannon McDonald

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>HSBC/ Yamaha 90 Christiana Road New Castle, DE 19720</p>	<p>B. Received by (Printed Name) </p>	<p>C. Date of Delivery 3/19</p>
	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) 7000 2760 0000 7593 3571</p>		
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>		

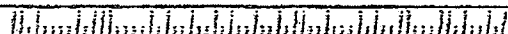
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• Sender: Please print your name, address, and ZIP+4 in this box •

Shannon McDonald
826 Vine, Apt. 33
Oceanside, CA 92054



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YOUR LABEL NUMBER

7006276000075933571

SERVICE

First-Class Mail®

STATUS OF YOUR ITEM

Delivered

DATE & TIME

March 19, 2012, 8:47 am

LOCATION

NEW CASTLE, DE 19720

FEATURES

Expected Delivery By:
March 19, 2012
Certified Mail™
Return Receipt

Arrival at Unit

March 19, 2012, 8:59 am

NEW CASTLE, DE 19720

Depart USPS Sort Facility

March 18, 2012

WILMINGTON, DE 19850

Processed through USPS Sort Facility

March 18, 2012, 12:43 am

WILMINGTON, DE 19850

Depart USPS Sort Facility

March 16, 2012

SAN DIEGO, CA 92199

Processed at USPS Origin Sort Facility

March 15, 2012, 6:40 pm

SAN DIEGO, CA 92199

Dispatched to Sort Facility

March 15, 2012, 4:53 pm

OCEANSIDE, CA 92054

Acceptance

March 15, 2012, 1:40 pm

OCEANSIDE, CA 92054

Check on Another Item

What's your label (or receipt) number?



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DOAN LAW FIRM, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
www.DoanLaw.com

April 9, 2012

**CEASE AND DESIST ORDER PER CC 1788.17 WITH
BILLING ERROR NOTICE AND ADDRESS CHANGE PER FCBA**

Hsbc Bank
Po Box 49353
San Jose, CA 95161-9353

Re: Debtor(s): Shannon Raoul McDonald
Soc Sec No: xxx-xx-9351
Account No: 5557 and any other accounts related to the Debtor(s)
Amount: \$1,907.80

To Whom It May Concern:

Please note the above referenced debtor(s) have retained Doan Law Firm to end Creditor Communications and to discharge your claim(s) with Title 11 relief. Accordingly, whether you are a collection agent or the original creditor, **California Civil Code Section 1788.17 via 15 U.S.C. 1692** requires you **cease and desist any and all future communications on any and all accounts** associated with the above referenced debtor(s). Such notice to cease and desist must be given and transferred from creditor to any debt collector, or any other party that is creditor's successors-in-interest, agents, or any other third party, and such subsequent parties shall thereby be **deemed** to have received such notice. This letter **revokes** all prior business relationships as defined by **The Telephone Consumer Protection Act 47 U.S.C. 227 (a)(2)** by and between any of the original parties involved in this matter, as well as any subsequent parties in interest. Any prior consent that may have been given that would allow for the calling my clients is expressly **revoked**. Therefore, any future phone calls to the above debtor(s) using an automated telephone dialing system will result in violation of **The Telephone Consumer Protection Act 47 U.S.C. 227 (b)(1)(A)**. Please also take all measures to check and comply with the **National Do Not Call Registry**, and do not call my client in violation thereof. Further, you are **specifically prohibited** from calling my clients at **any** time, including, but not limited to at a work number or during work hours, as their employer prohibits such calls. Likewise, any prior agreement to arbitrate or mediate, this or any related matter, by and between my client and any party is hereby revoked.

Additionally, the debtor(s) **dispute the total debt and refuse to pay the total debt**, in light of basic contract enforceability issues. Please provide our Firm copies of any contract you believe support your claim(s) in a court of law. Unless our Firm sends you written confirmation that you possess an enforceable contract, you must report the entire amount as **"disputed"** to all you report to per 15 USC 1692(e)(8), CC 1788.17, CC 1782.25(a), and 15 USC 1601. This would also include identifying this account as **"disputed"** in any and all credit bureau reporting you do, such as entering compliance condition code **"XB"** in base segment field 20 when uploading Metro 2 automated data reporting.

Pursuant to FCBA and TILA, demand is hereby made that the address for any future billing statements be changed to our office at **2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008**, per the Official Staff Commentary on Regulation Z 226.2(a)(22)-2. Please see In re Wright (1981) 11 BR 590, 592, for further explanation.

Since you have now been officially noticed as required by law, any future communications directly with our client(s), without our express written consent, **shall result in a lawsuit** being filed against you for knowing and willful creditor abuse violations and subject you to actual damages, statutory penalties, attorney fees, and costs. You will soon receive a Federal Notice governing your claim. You may verify the above debtor(s) attorney representation by (1) calling our office at (760) 450-3333 or (2) you may access our "Creditor Link" anytime at http://doanlaw.com/creditor_link.html. Please note, however, Karen S. Spicker represents the undersigned limited to this Cease and Desist Notice.

Sincerely,

Karen S. Spicker


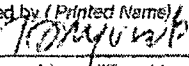
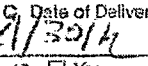
Karen Spicker,
Attorney at Law

**DEBTOR CEASE AND DESIST NOTICE PER CC 1788.17
AND BILLING ERROR NOTICE/ADDRESS CHANGE PER 15 USC 1666(b)6:**

The undersigned affirms the foregoing, and disputes your claim(s), refuses to pay, and requests a change of address with all future correspondence to be sent to: 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008.

DO NOT COMMUNICATE WITH ME DIRECTLY ANYMORE.

Shannon Raoul McDonald

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X  <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name)  C. Date of Delivery </p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>HSBC BANK P.O. BOX 49353 SAN JOSE, CA 95161-9353</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
		<p>7011 3500 0003 0966 3327</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-14-15

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SERVICE

STATUS OF YOUR ITEM

DATE & TIME

LOCATION

FEATURES

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Delivered

April 30, 2012, 4:36 pm

SAN JOSE, CA 95101

Check on Another Item

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DOAN LAW FIRM, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
www.DoanLaw.com

May 9, 2012

**SECOND (2nd) CEASE AND DESIST ORDER PER CC 1788.17 WITH
BILLING ERROR NOTICE AND ADDRESS CHANGE PER FCBA**

Hsbc/Ymaha
Po Box 4144
Carol Stream, IL 60197-4144

Re: Debtor(s): Shannon Raoul McDonald
Soc Sec No: xxx-xx-9351
Account No: 5487 and any other accounts related to the Debtor(s)
Amount: \$1,837.00

To Whom It May Concern:

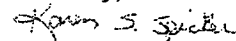
THIS IS YOUR SECOND NOTICE!! Please note the above referenced debtor(s) have retained Doan Law Firm to end Creditor Communications and to discharge your claim(s) with Title 11 relief. Accordingly, whether you are a collection agent or the original creditor, California Civil Code Section 1788.17 via 15 U.S.C. 1692 requires you **cease and desist any and all future communications on any and all accounts** associated with the above referenced debtor(s). Such notice to cease and desist must be given and transferred from creditor to any debt collector, or any other party that is creditor's successors-in-interest, agents, or any other third party, and such subsequent parties shall thereby be **deemed** to have received such notice. This letter **revokes** all prior business relationships as defined by The Telephone Consumer Protection Act 47 U.S.C. 227 (a)(2) by and between any of the original parties involved in this matter, as well as any subsequent parties in interest. Any prior consent that may have been given that would allow for the calling my clients is expressly **revoked**. Therefore, any future phone calls to the above debtor(s) using an automated telephone dialing system will result in violation of The Telephone Consumer Protection Act 47 U.S.C. 227 (b)(1)(A). Please also take all measures to check and comply with the National Do Not Call Registry, and do not call my client in violation thereof. Further, you are **specifically prohibited** from calling my clients at **any** time, including, but not limited to at a work number or during work hours, as their employer prohibits such calls. Likewise, any prior agreement to arbitrate or mediate, this or any related matter, by and between my client and any party is hereby revoked.

Additionally, the debtor(s) **dispute the total debt and refuse to pay the total debt**, in light of basic contract enforceability issues. Please provide our Firm copies of any contract you believe support your claim(s) in a court of law. Unless our Firm sends you written confirmation that you possess an enforceable contract, you must report the entire amount as "**disputed**" to all you report to per 15 USC 1692(e)8, CC 1788.17, CC 1782.25(a), and 15 USC 1601. This would also include identifying this account as "**disputed**" in any and all credit bureau reporting you do, such as entering compliance condition code "**XB**" in base segment field 20 when uploading Metro 2 automated data reporting.

Pursuant to FCBA and TILA, demand is hereby made that the address for any future billing statements be changed to our office at 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008, per the Official Staff Commentary on Regulation Z 226.2(a)(22)-2. Please see In re Wright (1981) 11 BR 590, 592, for further explanation.

Since you have now been officially noticed as required by law, any future communications directly with our client(s), without our express written consent, **shall result in a lawsuit** being filed against you for knowing and willful creditor abuse violations and subject you to actual damages, statutory penalties, attorney fees, and costs. You will soon receive a Federal Notice governing your claim. You may verify the above debtor(s) attorney representation by (1) calling our office at (760) 450-3333 or (2) you may access our "Creditor Link" anytime at http://doanlaw.com/creditor_link.html. Please note, however, Karen S. Spicker represents the undersigned limited to this Cease and Desist Notice.


Sincerely,


Karen Spicker,
Attorney at Law

**DEBTOR CEASE AND DESIST NOTICE PER CC 1788.17
AND BILLING ERROR NOTICE/ADDRESS CHANGE PER 15 USC 1666(b)6:**

The undersigned affirms the foregoing, and disputes your claim(s), refuses to pay, and requests a change of address with all future correspondence to be sent to: 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008.

DO NOT COMMUNICATE WITH ME DIRECTLY ANYMORE.


Shannon Raoul McDonald

PROOF OF SERVICE
(McDonald, Shannon)

I, the undersigned, declare that I am over the age of 18 and not a party to this action. I am employed in the City of Carlsbad, California; my business address is Doan Law Firm, LLP, 2850 Pio Pico Drive, Suite D, Carlsbad, California 92008.

On the date below I served a copy, with all exhibits, of the following document(s):

SECOND CEASE AND DESIST ORDER on all interested parties in said case addressed as follows:

HSBC/Ymaha
P.O. Box 4144
Carol Stream, IL 60197-4144

 X **(BY MAIL)**: By placing envelope for collection and mailing following our ordinary business practices. I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course

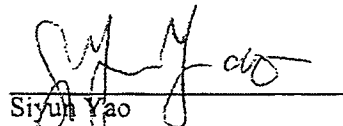
 (BY HAND) By placing the document in an envelope or package addressed to the persons listed above and providing them to a professional messenger service for delivery.

 (BY FEDERAL EXPRESS) By depositing copies of the above documents in a box or other facility regularly maintained by Federal Express with delivery fees paid or provided for.

 (BY FAX) By use of facsimile machine telephone number (760) 720-6082, I faxed a true copy to the addressee(s) listed above at the facsimile number(s) noted after the party's address. The transmission was reported as complete and without error. The attached transmission report, which sets forth the date and time for the transmission, was properly issued by the transmitting facsimile machine.

 (BY ELECTRONIC TRANSMISSION) By sending a file of the above document(s) via electronic transmission (e-mail) at _____ a.m/p.m. using e-mail address _____ to the e-mail address designated for each party identified above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration is executed in Carlsbad, California, on May 10, 2012.


Siyuh Yao

DOAN LAW FIRM, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
www.DoanLaw.com

May 9, 2012

**SECOND (2nd) CEASE AND DESIST ORDER PER CC 1788.17 WITH
BILLING ERROR NOTICE AND ADDRESS CHANGE PER FCBA**

Hsbc Bank
Po Box 49353
San Jose, CA 95161-9353

Re: Debtor(s): Shannon Raoul McDonald
Soc Sec No: xxx-xx-9351
Account No: 5557 and any other accounts related to the Debtor(s)
Amount: \$1,907.80

To Whom It May Concern:

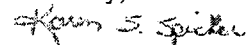
THIS IS YOUR SECOND NOTICE!! Please note the above referenced debtor(s) have retained Doan Law Firm to end Creditor Communications and to discharge your claim(s) with Title 11 relief. Accordingly, whether you are a collection agent or the original creditor, California Civil Code Section 1788.17 via 15 U.S.C. 1692 requires you **cease and desist any and all future communications on any and all accounts** associated with the above referenced debtor(s). Such notice to cease and desist must be given and transferred from creditor to any debt collector, or any other party that is creditor's successors-in-interest, agents, or any other third party, and such subsequent parties shall thereby be **deemed** to have received such notice. This letter **revokes** all prior business relationships as defined by The Telephone Consumer Protection Act 47 U.S.C. 227 (a)(2) by and between any of the original parties involved in this matter, as well as any subsequent parties in interest. Any prior consent that may have been given that would allow for the calling my clients is expressly **revoked**. Therefore, any future phone calls to the above debtor(s) using an automated telephone dialing system will result in violation of The Telephone Consumer Protection Act 47 U.S.C. 227 (b)(1)(A). Please also take all measures to check and comply with the National Do Not Call Registry, and do not call my client in violation thereof. Further, you are **specifically prohibited** from calling my clients at **any** time, including, but not limited to at a work number or during work hours, as their employer prohibits such calls. Likewise, any prior agreement to arbitrate or mediate, this or any related matter, by and between my client and any party is hereby revoked.

Additionally, the debtor(s) **dispute the total debt and refuse to pay the total debt**, in light of basic contract enforceability issues. Please provide our Firm copies of any contract you believe support your claim(s) in a court of law. Unless our Firm sends you written confirmation that you possess an enforceable contract, you must report the entire amount as "**disputed**" to all you report to per 15 USC 1692(e)8, CC 1788.17, CC 1782.25(a), and 15 USC 1601. This would also include identifying this account as "**disputed**" in any and all credit bureau reporting you do, such as entering compliance condition code "**XB**" in base segment field 20 when uploading Metro 2 automated data reporting.

Pursuant to FCBA and TILA, demand is hereby made that the address for any future billing statements be changed to our office at 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008, per the Official Staff Commentary on Regulation Z 226.2(a)(22)-2. Please see In re Wright (1981) 11 BR 590, 592, for further explanation.

Since you have now been officially noticed as required by law, any future communications directly with our client(s), without our express written consent, shall result in a lawsuit being filed against you for knowing and willful creditor abuse violations and subject you to actual damages, statutory penalties, attorney fees, and costs. You will soon receive a Federal Notice governing your claim. You may verify the above debtor(s) attorney representation by (1) calling our office at (760) 450-3333 or (2) you may access our "Creditor Link" anytime at http://doanlaw.com/creditor_link.html. Please note, however, Karen S. Spicker represents the undersigned limited to this Cease and Desist Notice.

Sincerely,


Karen Spicker,
Attorney at Law

**DEBTOR CEASE AND DESIST NOTICE PER CC 1788.17
AND BILLING ERROR NOTICE/ADDRESS CHANGE PER 15 USC 1666(b)6:**

The undersigned affirms the foregoing, and disputes your claim(s), refuses to pay, and requests a change of address with all future correspondence to be sent to: 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008.

DO NOT COMMUNICATE WITH ME DIRECTLY ANYMORE.


Shannon Raoul McDonald

PROOF OF SERVICE
(McDonald, Shannon)

I, the undersigned, declare that I am over the age of 18 and not a party to this action. I am employed in the City of Carlsbad, California; my business address is Doan Law Firm, LLP, 2850 Pio Pico Drive, Suite D, Carlsbad, California 92008.

On the date below I served a copy, with all exhibits, of the following document(s):

SECOND CEASE AND DESIST ORDER on all interested parties in said case addressed as follows:

HSBC
P.O. Box 49353
San Jose, CA 95161-9353

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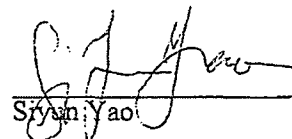
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration is executed in Carlsbad, California, on May 10, 2012.


Siyun Yao

DOAN LAW FIRM, LLP
2850 Pio Pico Drive, Suite D
Carlsbad, California 92008
Phone (760) 450-3333 • Fax (760) 720-6082
www.DoanLaw.com

May 9, 2012

**SECOND (2nd) CEASE AND DESIST ORDER PER CC 1788.17 WITH
BILLING ERROR NOTICE AND ADDRESS CHANGE PER FCBA**

Hsbc/Ymaha
90 Christiana Road
New Castle, DE 19720

Re: Debtor(s): Shannon Raoul McDonald
Soc Sec No: xxx-xx-9351
Account No: 5487 and any other accounts related to the Debtor(s)
Amount: \$1,837.00

To Whom It May Concern:

THIS IS YOUR SECOND NOTICE!! Please note the above referenced debtor(s) have retained Doan Law Firm to end Creditor Communications and to discharge your claim(s) with Title 11 relief. Accordingly, whether you are a collection agent or the original creditor, California Civil Code Section 1788.17 via 15 U.S.C. 1692 requires you cease and desist any and all future communications on any and all accounts associated with the above referenced debtor(s). Such notice to cease and desist must be given and transferred from creditor to any debt collector, or any other party that is creditor's successors-in-interest, agents, or any other third party, and such subsequent parties shall thereby be deemed to have received such notice. This letter revokes all prior business relationships as defined by The Telephone Consumer Protection Act 47 U.S.C. 227 (a)(2) by and between any of the original parties involved in this matter, as well as any subsequent parties in interest. Any prior consent that may have been given that would allow for the calling my clients is expressly revoked. Therefore, any future phone calls to the above debtor(s) using an automated telephone dialing system will result in violation of The Telephone Consumer Protection Act 47 U.S.C. 227 (b)(1)(A). Please also take all measures to check and comply with the National Do Not Call Registry, and do not call my client in violation thereof. Further, you are specifically prohibited from calling my clients at any time, including, but not limited to at a work number or during work hours, as their employer prohibits such calls. Likewise, any prior agreement to arbitrate or mediate, this or any related matter, by and between my client and any party is hereby revoked.

Additionally, the debtor(s) dispute the total debt and refuse to pay the total debt, in light of basic contract enforceability issues. Please provide our Firm copies of any contract you believe support your claim(s) in a court of law. Unless our Firm sends you written confirmation that you possess an enforceable contract, you must report the entire amount as "disputed" to all you report to per 15 USC 1692(e)8, CC 1788.17, CC 1782.25(a), and 15 USC 1601. This would also include identifying this account as "disputed" in any and all credit bureau reporting you do, such as entering compliance condition code "XB" in base segment field 20 when uploading Metro 2 automated data reporting.

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Sincerely,

Karen S. Spicker

Karen Spicker,
Attorney at Law

**DEBTOR CEASE AND DESIST NOTICE PER CC 1788.17
AND BILLING ERROR NOTICE/ADDRESS CHANGE PER 15 USC 1666(b)6:**

The undersigned affirms the foregoing, and disputes your claim(s), refuses to pay, and requests a change of address with all future correspondence to be sent to: 2850 Pio Pico Drive, Suite D, Carlsbad, CA 92008.

DO NOT COMMUNICATE WITH ME DIRECTLY ANYMORE.

Shannon Raoul McDonald
Shannon Raoul McDonald

PROOF OF SERVICE
(McDonald, Shannon)

I, the undersigned, declare that I am over the age of 18 and not a party to this action. I am employed in the City of Carlsbad, California; my business address is Doan Law Firm, LLP, 2850 Pio Pico Drive, Suite D, Carlsbad, California 92008.

On the date below I served a copy, with all exhibits, of the following document(s):

SECOND CEASE AND DESIST ORDER on all interested parties in said case addressed as follows:

HSBC/Yamaha
 90 Christiana Road
 New Castle, DE 19720

☒ **(BY MAIL):** By placing envelope for collection and mailing following our ordinary business practices. I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course

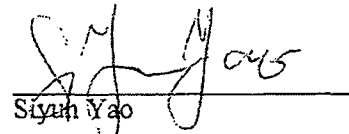
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration is executed in Carlsbad, California, on May 10, 2012.


 Siyan Yao

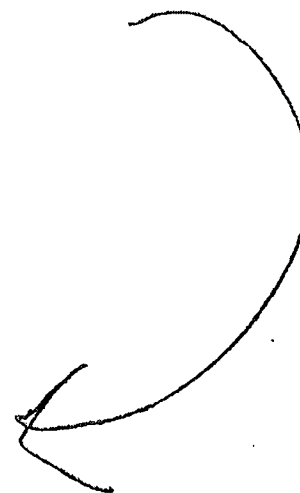
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Exhibit “B”

Date of Call? (MM/DD/YY)	Time of Call? (00:00 AM)	How Many Minutes Did Call Last? (Approx.)	Was it an automated call?	Phone Call, Voice Mail, Message? SAVE MESSAGE !	Collector's Name?	Collector's Telephone Number?	What Did Collector Say? Amount Demanded? Payment Terms? Threats? Profanity? Harassment? Legal Action? Calls to Friends or Neighbors? Abuse? Calls at work or contact with your employer? (Use as many lines or pages as needed)
¹⁰ 3/27/12	524 AM				HSBC	800-6848429	
¹¹ 3/30/12	300 PM				HSBC	800-684-8429	
¹² 4/2/12	9 PM				HSBC	800 684 8429	
¹³ 4/5/12	836 AM				HSBC	800 684 8429	
¹⁴ 4/5/12	725 PM				HSBC	800 684 8429	
¹⁵ 4/6/12	855 PM				HSBC	800 684 8429	
¹⁶ 4/7/12	815 AM				HSBC	800 684 8429	
¹⁷ 4/7/12	945 AM				HSBC	800 684 8429	
¹⁸ 4/7/12	1217 PM				HSBC	800 684 8429	
¹⁹ 4/9/12	855 PM				HSBC	800 684 8429	
²⁰ 4/11/12	841 AM				HSBC	800 684 8429	
²¹ 4/11/12	1054 AM				HSBC	800 684 8429	

4/13	248 PM	HSBC	4/23	744 PM	4/30	213 PM
4/14	829 AM	HSBC	4/23	825 PM	4/30	712 PM
4/15	843 AM	HSBC	4/24	939 AM	4/30	430 PM
4/15	343 PM	HSBC	4/24	721 PM	5/1	627 AM
4/16	709 PM	HSBC	4/24	804 PM	5/1	844 AM
4/16	814 PM	HSBC	4/24	848 PM	5/1	700 PM
4/17	1131 AM	HSBC	4/25	810 AM	5/1	814 PM
4/17	446 PM	HSBC	4/25	444 PM	5/1	413 PM
4/17	347 PM	HSBC	4/25	743 PM	5/2	1159 AM
4/18	734 PM	HSBC	4/25	824 PM	5/3	322 PM
4/18	826 PM	HSBC	4/26	845 AM	5/3	735 PM
4/18	400 PM	HSBC	4/26	1336 AM	5/4	845 AM
4/19	756 PM	HSBC	4/26	246 PM	5/5	818 AM
4/19	354 PM	HSBC	4/26	720 PM	5/5	926 AM
4/20	1117 AM	HSBC	4/26	811 PM	5/6	830 AM
4/21	406 PM	HSBC	4/26	849 PM	5/6	940 AM
4/21	807 AM	HSBC	4/27	605 PM	5/6	114 PM
4/22	912 AM	HSBC	4/28	803 AM	5/7	846 AM
4/22	1235 PM	HSBC	4/28	929 AM	5/7	1225 PM
4/22	652 PM	HSBC	4/28	128 PM	5/7	128 PM
4/23	337 PM	HSBC	4/29	839 AM	5/7	212 PM
			4/29	1120 AM	5/7	438 PM
			4/29	140 PM		
			4/30	628 PM		

800-684-8429
HSBC



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Exhibit “C”

10/10/68 continued

	Peak	Plan Allow	San Diego CA	Incoming CL	1
	Peak	Plan Allow	San Diego CA	San Diego CA	1
	Peak	Plan Allow	San Diego CA	Incoming CL	1



Detail for Shannon McDonald: 619-519-0450

1000

Date	Time	Number	Rate	Usage Type	Origin	Destination	Airtime	Long Dist/
3/30	8:55A	619-519-0450	Peak	PlanAllow	Oceanside CA	Incoming CL	1	
3/30	10:31A	619-519-0450	Peak	PlanAllow	Carroll CA	Incoming CL	1	
3/30	3:00P	619-519-0450	Peak	PlanAllow, CallWait	Carroll CA	Incoming CL	1	

Control # 4028 Copy # 0: 000000092

Control # 4028 Copy # 0: 000000092

verizon wireless

Detail for Shannon McDonald: 619-519-0450

Price continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Airtime	Long Dist/	Total
							Charges	Other Ch	
4/04	8:54P	619-519-0450		Peak	Oceanside CA	Oceanside CA	4		
				Plan/Allow	Oceanside CA	Incoming CL	1		
					Covered Area				

Order #: 4020 Copy #: 01

Serial #: 40800003-00000091



Continued

Control #: 402-0072-00000000

Divide at 222 Copy #: 01

4/11 7:28P Oceanside CA Incoming CI



Detail for Shannon McDonald: 619-519-0450

See continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min	Airtime Charge	Long Dist/Int'l	Total
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Detail for Shannon McDonald: 619-519-0450

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/15	1:21P	619-519-0450	Off-Peak	N&W	Oceanside CA	Incoming CL	1	—	—	—
							1	—	—	—
							5	—	—	—
							2	—	—	—
							1	—	—	—
							3	—	—	—
							1	—	—	—
							3	—	—	—
							2	—	—	—
							6	—	—	—
							1	—	—	—
							1	—	—	—
							1	—	—	—
							2	—	—	—
							3	—	—	—
							1	—	—	—
							1	—	—	—
							2	—	—	—
							3	—	—	—
							5	—	—	—
							1	—	—	—
							3	—	—	—
							2	—	—	—
							2	—	—	—
							1	—	—	—
							1	—	—	—
							5	—	—	—
							1	—	—	—
							4	—	—	—
							1	—	—	—
							4	—	—	—
							2	—	—	—
							2	—	—	—
							1	—	—	—
							2	—	—	—
							1	—	—	—
							3	—	—	—
							5	—	—	—
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							4	—	—	—
							3	—	—	—
							5	—	—	—
							1	—	—	—
							3	—	—	—

verizon wireless

Detail for Shannon McDonald: 619-519-0450

Page, continued

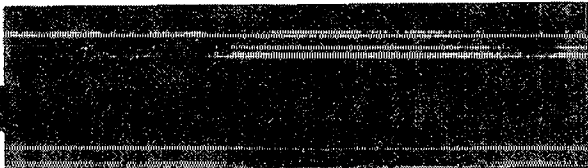
Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
					Oceanside CA	Vista CA	3	—	—	—
4/21	8:34A	619-519-0450	Off-Peak N&W		Oceanside CA	Incomin CA	1	—	—	—
							1	—	—	—
							4	—	—	—
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							3	—	—	—
							2	—	—	—
							1	—	—	—
							1	—	—	—
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							1	—	—	—
							3	—	—	—
							2	—	—	—
							4	—	—	—
							2	—	—	—
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							1	—	—	—
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							4	—	—	—
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							1	—	—	—
							1	—	—	—
							2	—	—	—
							2	—	—	—
							3	—	—	—
							3	—	—	—
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							4	—	—	—
							6	—	—	—
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Cordax #: 4028 Copy #: 01 Certificate #: 40000003-000000089



Voice, continued

10: 8: 4128 Copy 8: 0:



Voice, continued

Order #: 4126 Copy #: 01
Contract #: 4000003-00000089

Exhibit “D”

Network Element Name	Mobile Directory Number	Dialed Digit Number	Call Direction	Seizure Dt Tm	Seizure Duration	Calling Party Number
SanDiego_48	6195190450	6195190450	0	3/27/2012 8:06	47	8006848429
SanDiego_48	6195190450	6195190450	0	3/27/2012 10:33	48	8006848429
SanDiego_48	6195190450	6195190450 F		3/27/2012 14:13	33	8006848429
SanDiego_48	6195190450	6195190450	5	3/30/2012 8:05	27	8006848429
Vista	6195190450	7606914758	0	3/30/2012 8:05	27	8006848429
SanDiego_48	6195190450	6195190450	5	3/30/2012 10:30	23	8006848429
Vista	6195190450	7606914169	0	3/30/2012 10:30	23	8006848429
SanDiego_48	6195190450	6195190450	5	3/30/2012 15:00	47	8006848429
Vista	6195190450	7606914386	0	3/30/2012 15:00	3	8006848429
Vista	6195190450	7606914386	0	3/30/2012 15:00	43	8006848429
Azusa55	6195190450	8183058767	5	4/2/2012 8:04	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/2/2012 8:04	26	8006848429
SanDiego_48	6195190450	6195190450 F		4/2/2012 10:29	26	8006848429
Vista	6195190450	7606914519	5	4/2/2012 10:29	22	8006848429
Azusa55	6195190450	8183058244	5	4/2/2012 14:13	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/2/2012 14:13	27	8006848429
Azusa55	6195190450	8183058770	0	4/2/2012 14:58	31	8006848429
SanDiego_48	6195190450	6195190450	5	4/2/2012 14:58	31	8006848429
Azusa55	6195190450	8183058388	5	4/3/2012 8:28	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/3/2012 8:28	27	8006848429
SanDiego_48	6195190450	6195190450 F		4/3/2012 10:58	27	8006848429
Azusa55	6195190450	8183058395	5	4/3/2012 10:58	22	8006848429
SanDiego_48	6195190450	6195190450 F		4/3/2012 13:16	26	8006848429
Vista	6195190450	7606914666	5	4/3/2012 13:16	21	8006848429
SanDiego_48	6195190450	6195190450 F		4/3/2012 14:26	25	8006848429
Vista	6195190450	7606914153	5	4/3/2012 14:26	22	8006848429
Azusa55	6195190450	8183058707	5	4/4/2012 9:15	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/4/2012 9:15	26	8006848429
Azusa55	6195190450	8183058216	5	4/4/2012 11:05	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/4/2012 11:05	27	8006848429
SanDiego_48	6195190450	6195190450 F		4/4/2012 12:07	4	8006848429
SanDiego_48	6195190450	6195190450	5	4/4/2012 20:54	35	8006848429
Vista	6195190450	7606914547	0	4/4/2012 20:54	35	8006848429
Azusa55	6195190450	8183058923	0	4/5/2012 8:35	31	8006848429
SanDiego_48	6195190450	6195190450	5	4/5/2012 8:35	31	8006848429
Azusa55	6195190450	8183058483	5	4/5/2012 10:10	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/5/2012 10:10	27	8006848429
SanDiego_48	6195190450	6195190450 F		4/5/2012 19:24	38	8006848429
Vista	6195190450	7606914599	0	4/5/2012 19:24	28	8006848429
Azusa55	6195190450	8183059079	5	4/6/2012 8:31	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/6/2012 8:31	27	8006848429
Azusa55	6195190450	8183058967	5	4/6/2012 11:05	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/6/2012 11:05	27	8006848429
SanDiego_48	6195190450	6195190450 F		4/6/2012 16:11	4	8006848429
SanDiego_48	6195190450	6195190450	5	4/6/2012 20:54	29	8006848429
Vista	6195190450	7606914689	0	4/6/2012 20:54	25	8006848429
SanDiego_48	6195190450	6195190450 F		4/7/2012 8:15	31	8006848429
Vista	6195190450	7606914101	0	4/7/2012 8:15	30	8006848429
SanDiego_48	6195190450	6195190450 F		4/7/2012 9:44	34	8006848429
Vista	6195190450	7606914282	0	4/7/2012 9:44	29	8006848429
SanDiego_48	6195190450	6195190450 F		4/7/2012 12:17	34	8006848429
Vista	6195190450	7606914031	0	4/7/2012 12:17	29	8006848429
SanDiego_48	6195190450	6195190450 F		4/9/2012 8:31	26	8006848429
Vista	6195190450	7606914567	5	4/9/2012 8:31	22	8006848429
Azusa55	6195190450	8183058264	5	4/9/2012 12:10	23	8006848429
SanDiego_48	6195190450	6195190450 F		4/9/2012 12:10	29	8006848429
SanDiego_48	6195190450	6195190450 F		4/9/2012 20:54	33	8006848429
Vista	6195190450	7606914315	0	4/9/2012 20:54	29	8006848429
SanDiego_48	6195190450	6195190450 F		4/10/2012 8:39	26	8006848429
Vista	6195190450	7606914758	5	4/10/2012 8:39	21	8006848429
SanDiego_48	6195190450	6195190450 F		4/10/2012 13:41	27	8006848429
Azusa55	6195190450	8183058602	5	4/10/2012 13:41	22	8006848429
SanDiego_48	6195190450	6195190450	5	4/10/2012 20:39	25	8006848429
Vista	6195190450	7606914403	0	4/10/2012 20:39	25	8006848429
SanDiego_48	6195190450	6195190450 F		4/11/2012 8:40	31	8006848429
Vista	6195190450	7606914325	0	4/11/2012 8:40	30	8006848429
SanDiego_48	6195190450	6195190450 F		4/11/2012 10:54	32	8006848429
Vista	6195190450	7606914093	0	4/11/2012 10:54	28	8006848429
SanDiego_48	6195190450	6195190450 F		4/11/2012 14:18	30	8006848429
Vista	6195190450	7606914720	0	4/11/2012 14:18	26	8006848429
SanDiego_48	6195190450	6195190450	5	4/11/2012 19:28	34	8006848429
Vista	6195190450	7606914528	0	4/11/2012 19:28	34	8006848429
SanDiego_48	6195190450	6195190450 F		4/12/2012 8:43	28	8006848429

Azusa55	6195190450	8183059024	0	4/12/2012 8:43	24	8006848429
SanDiego_48	6195190450	6195190450	F	4/12/2012 14:19	25	8006848429
Vista	6195190450	7606914093	5	4/12/2012 14:19	22	8006848429
SanDiego_48	6195190450	6195190450	F	4/12/2012 16:03	31	8006848429
Vista	6195190450	7606914153	0	4/12/2012 16:03	30	8006848429
SanDiego_48	6195190450	6195190450	F	4/12/2012 20:01	32	8006848429
Vista	6195190450	7606914214	0	4/12/2012 20:01	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/12/2012 20:40	29	8006848429
Vista	6195190450	7606914556	0	4/12/2012 20:40	26	8006848429
SanDiego_48	6195190450	6195190450	F	4/13/2012 8:35	26	8006848429
Vista	6195190450	7606914667	5	4/13/2012 8:35	21	8006848429
SanDiego_48	6195190450	6195190450	F	4/13/2012 11:13	27	8006848429
Azusa55	6195190450	8183058257	5	4/13/2012 11:13	22	8006848429
Azusa55	6195190450	8183058466	5	4/13/2012 12:20	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/13/2012 12:20	26	8006848429
SanDiego_48	6195190450	6195190450	F	4/13/2012 14:48	30	8006848429
Azusa55	6195190450	8183058916	0	4/13/2012 14:48	25	8006848429
SanDiego_48	6195190450	6195190450	F	4/14/2012 8:28	31	8006848429
Vista	6195190450	7606914211	0	4/14/2012 8:28	30	8006848429
SanDiego_48	6195190450	6195190450	5	4/14/2012 9:23	14	8006848429
Vista	6195190450	7606914562	0	4/14/2012 9:23	14	8006848429
SanDiego_48	6195190450	6195190450	5	4/14/2012 9:57	16	8006848429
Vista	6195190450	7606914837	0	4/14/2012 9:57	16	8006848429
SanDiego_48	6195190450	6195190450	5	4/14/2012 15:04	17	8006848429
Vista	6195190450	7606914085	0	4/14/2012 15:04	17	8006848429
SanDiego_48	6195190450	6195190450	F	4/15/2012 8:42	30	8006848429
Vista	6195190450	7606914532	0	4/15/2012 8:42	27	8006848429
SanDiego_48	6195190450	6195190450	5	4/15/2012 11:57	20	8006848429
Vista	6195190450	7606914307	0	4/15/2012 11:57	19	8006848429
SanDiego_48	6195190450	6195190450	5	4/15/2012 13:21	21	8006848429
Vista	6195190450	7606914278	0	4/15/2012 13:21	20	8006848429
SanDiego_48	6195190450	6195190450	F	4/15/2012 15:43	34	8006848429
Vista	6195190450	7606914275	0	4/15/2012 15:43	29	8006848429
Azusa55	6195190450	8183058141	5	4/16/2012 8:25	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/16/2012 8:25	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/16/2012 10:01	27	8006848429
Azusa55	6195190450	8183058834	5	4/16/2012 10:01	22	8006848429
SanDiego_48	6195190450	6195190450	F	4/16/2012 19:09	32	8006848429
Vista	6195190450	7606914207	0	4/16/2012 19:09	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/16/2012 20:13	31	8006848429
Vista	6195190450	7606914066	0	4/16/2012 20:13	29	8006848429
Azusa55	6195190450	8183058865	5	4/17/2012 8:40	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/17/2012 8:40	27	8006848429
Azusa55	6195190450	8183058790	0	4/17/2012 11:30	31	8006848429
SanDiego_48	6195190450	6195190450	5	4/17/2012 11:30	31	8006848429
Azusa55	6195190450	8183058429	5	4/17/2012 14:09	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/17/2012 14:09	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/17/2012 16:45	33	8006848429
Vista	6195190450	7606914768	0	4/17/2012 16:45	29	8006848429
SanDiego_48	6195190450	6195190450	F	4/18/2012 8:56	27	8006848429
Azusa55	6195190450	8183058246	5	4/18/2012 8:56	22	8006848429
Azusa55	6195190450	8183058795	5	4/18/2012 13:56	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/18/2012 13:56	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/18/2012 15:47	31	8006848429
Vista	6195190450	7606914461	0	4/18/2012 15:47	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/18/2012 19:34	32	8006848429
Vista	6195190450	7606914721	0	4/18/2012 19:34	30	8006848429
SanDiego_48	6195190450	6195190450	F	4/18/2012 20:26	31	8006848429
Vista	6195190450	7606914730	0	4/18/2012 20:26	30	8006848429
SanDiego_48	6195190450	6195190450	F	4/19/2012 8:34	26	8006848429
Vista	6195190450	7606914666	5	4/19/2012 8:34	22	8006848429
SanDiego_48	6195190450	6195190450	F	4/19/2012 12:38	26	8006848429
Vista	6195190450	7606914749	5	4/19/2012 12:38	21	8006848429
SanDiego_48	6195190450	6195190450	F	4/19/2012 15:59	31	8006848429
Vista	6195190450	7606914562	0	4/19/2012 15:59	30	8006848429
SanDiego_48	6195190450	6195190450	F	4/19/2012 19:56	31	8006848429
Vista	6195190450	7606914749	0	4/19/2012 19:56	27	8006848429
Azusa55	6195190450	8183058876	5	4/20/2012 9:34	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/20/2012 9:34	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/20/2012 12:33	26	8006848429
Vista	6195190450	7606914331	5	4/20/2012 12:33	21	8006848429
SanDiego_48	6195190450	6195190450	F	4/20/2012 15:54	31	8006848429
Vista	6195190450	7606914261	0	4/20/2012 15:54	27	8006848429

SanDiego_48	6195190450	6195190450	5	4/21/2012 8:34	15	8006848429
Vista	6195190450	7606914088	0	4/21/2012 8:34	15	8006848429
SanDiego_48	6195190450	6195190450	F	4/21/2012 11:17	30	8006848429
Vista	6195190450	7606914833	0	4/21/2012 11:17	26	8006848429
SanDiego_48	6195190450	6195190450	5	4/21/2012 16:05	29	8006848429
Vista	6195190450	7606914883	0	4/21/2012 16:05	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/22/2012 8:06	30	8006848429
Vista	6195190450	7606914504	0	4/22/2012 8:06	26	8006848429
SanDiego_48	6195190450	6195190450	5	4/22/2012 9:12	28	8006848429
Vista	6195190450	7606914232	0	4/22/2012 9:12	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/22/2012 12:35	28	8006848429
Vista	6195190450	7606914199	0	4/22/2012 12:35	26	8006848429
SanDiego_48	6195190450	6195190450	F	4/22/2012 18:51	28	8006848429
Vista	6195190450	7606914606	0	4/22/2012 18:51	28	8006848429
Azusa55	6195190450	8183058122	5	4/23/2012 8:48	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/23/2012 8:48	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/23/2012 15:37	30	8006848429
Vista	6195190450	7606914020	0	4/23/2012 15:37	26	8006848429
SanDiego_48	6195190450	6195190450	F	4/23/2012 19:43	32	8006848429
Vista	6195190450	7606914757	0	4/23/2012 19:43	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/23/2012 20:25	30	8006848429
Vista	6195190450	7606914835	0	4/23/2012 20:25	26	8006848429
Azusa55	6195190450	8183058290	0	4/24/2012 9:38	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/24/2012 9:38	31	8006848429
SanDiego_48	6195190450	6195190450	F	4/24/2012 15:16	26	8006848429
Vista	6195190450	7606914660	5	4/24/2012 15:16	22	8006848429
SanDiego_48	6195190450	6195190450	F	4/24/2012 19:21	28	8006848429
Vista	6195190450	7606914459	0	4/24/2012 19:21	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/24/2012 20:03	30	8006848429
Vista	6195190450	7606914042	0	4/24/2012 20:03	26	8006848429
SanDiego_48	6195190450	6195190450	F	4/24/2012 20:48	28	8006848429
Vista	6195190450	7606914284	0	4/24/2012 20:48	27	8006848429
Azusa55	6195190450	8183058743	0	4/25/2012 8:39	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/25/2012 8:39	32	8006848429
SanDiego_48	6195190450	6195190450	F	4/25/2012 10:28	26	8006848429
Vista	6195190450	7606914890	5	4/25/2012 10:28	22	8006848429
Azusa55	6195190450	8183059005	5	4/25/2012 13:40	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/25/2012 13:40	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/25/2012 16:44	31	8006848429
Vista	6195190450	7606914359	0	4/25/2012 16:44	30	8006848429
SanDiego_48	6195190450	6195190450	F	4/25/2012 19:42	32	8006848429
Vista	6195190450	7606914107	0	4/25/2012 19:42	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/25/2012 20:23	27	8006848429
Vista	6195190450	7606914819	0	4/25/2012 20:23	26	8006848429
SanDiego_48	6195190450	6195190450	F	4/26/2012 8:44	30	8006848429
Vista	6195190450	7606914716	0	4/26/2012 8:44	25	8006848429
SanDiego_48	6195190450	6195190450	F	4/26/2012 11:35	33	8006848429
Vista	6195190450	7606914871	0	4/26/2012 11:35	29	8006848429
SanDiego_48	6195190450	6195190450	F	4/26/2012 14:45	28	8006848429
Vista	6195190450	7606914732	0	4/26/2012 14:45	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/26/2012 19:20	31	8006848429
Vista	6195190450	7606914728	0	4/26/2012 19:20	26	8006848429
SanDiego_48	6195190450	6195190450	F	4/26/2012 20:11	31	8006848429
Vista	6195190450	7606914788	0	4/26/2012 20:11	26	8006848429
SanDiego_48	6195190450	6195190450	F	4/26/2012 20:48	33	8006848429
Vista	6195190450	7606914674	0	4/26/2012 20:48	29	8006848429
Azusa55	6195190450	8183058796	5	4/27/2012 8:25	23	8006848429
SanDiego_48	6195190450	6195190450	F	4/27/2012 8:25	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/27/2012 12:48	26	8006848429
Vista	6195190450	7606914109	5	4/27/2012 12:48	22	8006848429
SanDiego_48	6195190450	6195190450	F	4/27/2012 18:05	28	8006848429
Vista	6195190450	7606914617	0	4/27/2012 18:05	27	8006848429
SanDiego_48	6195190450	6195190450	F	4/28/2012 8:03	31	8006848429
Vista	6195190450	7606914865	0	4/28/2012 8:03	31	8006848429
SanDiego_48	6195190450	6195190450	F	4/28/2012 9:28	32	8006848429
Vista	6195190450	7606914850	0	4/28/2012 9:28	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/28/2012 13:28	28	8006848429
Vista	6195190450	7606914724	0	4/28/2012 13:28	27	8006848429
SanDiego_48	6195190450	6195190450	5	4/29/2012 8:38	28	8006848429
Vista	6195190450	7606914832	0	4/29/2012 8:38	28	8006848429
SanDiego_48	6195190450	6195190450	F	4/29/2012 11:19	31	8006848429
Vista	6195190450	7606914363	0	4/29/2012 11:19	28	8006848429
SanDiego_48	6195190450	6195190450	5	4/29/2012 13:39	28	8006848429

Vista	6195190450	7606914821		0	4/29/2012 13:39	27	8006848429
SanDiego_48	6195190450	6195190450	F		4/29/2012 16:37	31	8006848429
Vista	6195190450	7606914169		0	4/29/2012 16:37	28	8006848429
SanDiego_48	6195190450	6195190450	F		4/29/2012 18:27	32	8006848429
Vista	6195190450	7606914275		0	4/29/2012 18:27	28	8006848429
SanDiego_48	6195190450	6195190450	F		4/30/2012 8:54	26	8006848429
Vista	6195190450	7606914145		5	4/30/2012 8:54	21	8006848429
SanDiego_48	6195190450	6195190450		5	4/30/2012 14:13	28	8006848429
Azusa55	6195190450	8183058563		0	4/30/2012 14:13	27	8006848429
SanDiego_48	6195190450	6195190450	F		4/30/2012 19:12	17	8006848429
Vista	6195190450	7606914678		0	4/30/2012 19:12	11	8006848429
SanDiego_48	6195190450	6195190450	F		4/30/2012 20:30	30	8006848429
Vista	6195190450	7606914715		0	4/30/2012 20:30	26	8006848429
Azusa55	6195190450	8183058800		0	5/1/2012 8:44	28	8006848429
SanDiego_48	6195190450	6195190450		5	5/1/2012 8:44	28	8006848429
SanDiego_48	6195190450	6195190450	F		5/1/2012 19:27	31	8006848429
Vista	6195190450	7606914526		0	5/1/2012 19:27	27	8006848429
SanDiego_48	6195190450	6195190450	F		5/1/2012 20:14	32	8006848429
Vista	6195190450	7606914544		0	5/1/2012 20:14	29	8006848429
Azusa55	6195190450	8183058133		5	5/2/2012 8:42	23	8006848429
SanDiego_48	6195190450	6195190450	F		5/2/2012 8:42	27	8006848429
SanDiego_48	6195190450	6195190450	F		5/2/2012 11:06	27	8006848429
Vista	6195190450	7606914802		5	5/2/2012 11:06	22	8006848429
SanDiego_48	6195190450	6195190450	F		5/2/2012 16:12	32	8006848429
Vista	6195190450	7606914381		0	5/2/2012 16:12	28	8006848429
SanDiego_48	6195190450	6195190450	F		5/2/2012 19:19	4	8006848429
SanDiego_48	6195190450	6195190450	F		5/2/2012 19:56	4	8006848429
SanDiego_48	6195190450	6195190450	F		5/2/2012 20:25	4	8006848429
Azusa55	6195190450	8183058302		5	5/3/2012 8:30	23	8006848429
SanDiego_48	6195190450	6195190450	F		5/3/2012 8:30	26	8006848429
SanDiego_48	6195190450	6195190450	F		5/3/2012 11:59	29	8006848429
Azusa55	6195190450	8183058100		0	5/3/2012 11:59	24	8006848429
SanDiego_48	6195190450	6195190450	F		5/3/2012 13:43	25	8006848429
Vista	6195190450	7606914138		5	5/3/2012 13:43	22	8006848429
Azusa55	6195190450	8183058462		5	5/3/2012 15:22	25	8006848429
SanDiego_48	6195190450	6195190450		5	5/3/2012 15:22	25	8006848429
SanDiego_48	6195190450	6195190450	F		5/3/2012 19:35	31	8006848429
Vista	6195190450	7606914606		0	5/3/2012 19:35	30	8006848429
Azusa55	6195190450	8183058424		5	5/4/2012 8:01	23	8006848429
SanDiego_48	6195190450	6195190450	F		5/4/2012 8:01	27	8006848429
Azusa55	6195190450	8183058770		0	5/4/2012 8:44	30	8006848429
SanDiego_48	6195190450	6195190450	F		5/4/2012 8:44	33	8006848429
Azusa55	6195190450	8183058222		5	5/4/2012 9:44	31	8006848429
SanDiego_48	6195190450	6195190450		5	5/4/2012 9:44	31	8006848429
SanDiego_48	6195190450	6195190450	F		5/4/2012 13:24	26	8006848429
Vista	6195190450	7606914563		5	5/4/2012 13:24	22	8006848429
SanDiego_48	6195190450	6195190450	F		5/5/2012 8:17	31	8006848429
Vista	6195190450	7606914099		0	5/5/2012 8:17	27	8006848429
SanDiego_48	6195190450	6195190450	F		5/5/2012 9:25	31	8006848429
Vista	6195190450	7606914891		0	5/5/2012 9:25	27	8006848429
SanDiego_48	6195190450	6195190450		5	5/6/2012 8:29	28	8006848429
Vista	6195190450	7606914168		0	5/6/2012 8:29	28	8006848429
SanDiego_48	6195190450	6195190450	F		5/6/2012 9:39	33	8006848429
Vista	6195190450	7606914239		0	5/6/2012 9:39	28	8006848429
SanDiego_48	6195190450	6195190450	F		5/6/2012 13:14	33	8006848429
Vista	6195190450	7606914069		0	5/6/2012 13:14	28	8006848429
Azusa55	6195190450	8183058472		0	5/7/2012 8:46	26	8006848429
SanDiego_48	6195190450	6195190450	F		5/7/2012 8:46	28	8006848429
Azusa55	6195190450	8183058901		0	5/7/2012 12:24	28	8006848429
SanDiego_48	6195190450	6195190450		5	5/7/2012 12:24	28	8006848429
Azusa55	6195190450	8183058484		0	5/7/2012 13:29	28	8006848429
SanDiego_48	6195190450	6195190450	F		5/7/2012 13:29	32	8006848429
SanDiego_48	6195190450	6195190450	F		5/7/2012 16:38	31	8006848429
Vista	6195190450	7606914203		0	5/7/2012 16:38	27	8006848429
SanDiego_48	6195190450	6195190450	F		5/7/2012 20:45	4	8006848429
Azusa55	6195190450	8183058547		5	5/8/2012 8:36	23	8006848429
SanDiego_48	6195190450	6195190450	F		5/8/2012 8:36	27	8006848429
Azusa55	6195190450	8183058567		0	5/8/2012 11:50	24	8006848429
SanDiego_48	6195190450	6195190450	F		5/8/2012 11:50	28	8006848429
SanDiego_48	6195190450	6195190450		5	5/8/2012 16:10	29	8006848429
Vista	6195190450	7606914821		0	5/8/2012 16:10	28	8006848429
SanDiego_48	6195190450	6195190450		5	5/8/2012 20:47	28	8006848429
Vista	6195190450	7606914631		0	5/8/2012 20:47	28	8006848429

SanDiego_48	6195190450	6195190450	F	5/9/2012 8:19	29	8006848429
Vista	6195190450	7606914186	0	5/9/2012 8:19	26	8006848429
SanDiego_48	6195190450	6195190450	F	5/9/2012 9:15	32	8006848429
Vista	6195190450	7606914326	0	5/9/2012 9:15	27	8006848429
SanDiego_48	6195190450	6195190450	F	5/9/2012 16:33	28	8006848429
Vista	6195190450	7606914014	0	5/9/2012 16:33	27	8006848429
SanDiego_48	6195190450	6195190450	F	5/9/2012 20:00	33	8006848429
Vista	6195190450	7606914117	0	5/9/2012 20:00	28	8006848429
SanDiego_48	6195190450	6195190450	S	5/10/2012 8:05	28	8006848429
Azusa55	6195190450	8183058431	0	5/10/2012 8:05	27	8006848429
Azusa55	6195190450	8183058900	0	5/10/2012 9:40	31	8006848429
SanDiego_48	6195190450	6195190450	S	5/10/2012 9:40	31	8006848429
SanDiego_48	6195190450	6195190450	F	5/10/2012 15:35	30	8006848429
SanDiego_48	6195190450	6195190450	F	5/10/2012 19:18	30	8006848429
Vista	6195190450	7606914089	0	5/10/2012 19:18	26	8006848429
SanDiego_48	6195190450	6195190450	F	5/10/2012 20:22	32	8006848429
Vista	6195190450	7606914719	0	5/10/2012 20:22	28	8006848429
Azusa55	6195190450	8183058776	0	5/11/2012 8:34	28	8006848429
SanDiego_48	6195190450	6195190450	S	5/11/2012 8:34	28	8006848429
SanDiego_48	6195190450	6195190450	S	5/11/2012 11:11	20	8006848429
Azusa55	6195190450	8183058870	0	5/11/2012 11:11	19	8006848429
SanDiego_48	6195190450	6195190450	F	5/11/2012 16:12	12	8006848429
Vista	6195190450	7606914595	0	5/11/2012 16:12	9	8006848429
SanDiego_48	6195190450	6195190450	F	5/12/2012 8:09	28	8006848429
Vista	6195190450	7606914033	0	5/12/2012 8:09	26	8006848429
SanDiego_48	6195190450	6195190450	F	5/12/2012 9:15	31	8006848429
Vista	6195190450	7606914215	0	5/12/2012 9:15	27	8006848429
SanDiego_48	6195190450	6195190450	F	5/12/2012 16:13	28	8006848429
Vista	6195190450	7606914323	0	5/12/2012 16:13	27	8006848429
SanDiego_48	6195190450	6195190450	F	5/13/2012 8:25	30	8006848429
Vista	6195190450	7606914323	0	5/13/2012 8:25	26	8006848429
SanDiego_48	6195190450	6195190450	F	5/13/2012 10:27	28	8006848429
Vista	6195190450	7606914285	0	5/13/2012 10:27	27	8006848429
SanDiego_48	6195190450	6195190450	F	5/13/2012 14:14	33	8006848429
Vista	6195190450	7606914256	0	5/13/2012 14:14	29	8006848429
SanDiego_48	6195190450	6195190450	0	5/14/2012 8:27	27	8006848429
SanDiego_48	6195190450	6195190450	F	5/14/2012 10:53	28	8006848429
SanDiego_48	6195190450	6195190450	0	5/14/2012 15:22	28	8006848429
SanDiego_48	6195190450	6195190450	F	5/14/2012 19:24	32	8006848429
Vista	6195190450	7606914348	0	5/14/2012 19:24	28	8006848429
SanDiego_48	6195190450	6195190450	F	5/15/2012 8:26	30	8006848429
SanDiego_48	6195190450	6195190450	F	5/15/2012 9:42	28	8006848429
SanDiego_48	6195190450	6195190450	F	5/15/2012 15:28	27	8006848429
SanDiego_48	6195190450	6195190450	F	5/15/2012 19:12	28	8006848429
Vista	6195190450	7606914716	0	5/15/2012 19:12	27	8006848429
SanDiego_48	6195190450	6195190450	S	5/15/2012 20:09	28	8006848429
Vista	6195190450	7606914344	0	5/15/2012 20:09	28	8006848429
SanDiego_48	6195190450	6195190450	F	5/16/2012 8:10	30	8006848429
SanDiego_48	6195190450	6195190450	F	5/16/2012 9:31	30	8006848429
SanDiego_48	6195190450	6195190450	S	5/16/2012 19:29	28	8006848429
Vista	6195190450	7606914590	0	5/16/2012 19:29	28	8006848429
SanDiego_48	6195190450	6195190450	F	5/16/2012 20:54	28	8006848429
Vista	6195190450	7606914777	0	5/16/2012 20:54	27	8006848429
SanDiego_48	6195190450	6195190450	0	5/17/2012 8:29	65	8006848429
SanDiego_48	6195190450	6195190450	0	5/17/2012 9:51	21	8006848429
SanDiego_48	6195190450	6195190450	F	5/18/2012 8:16	26	8006848429
Vista	6195190450	7606914245	S	5/18/2012 8:16	21	8006848429
SanDiego_48	6195190450	6195190450	F	5/18/2012 10:05	32	8006848429
Vista	6195190450	7606914897	0	5/18/2012 10:05	29	8006848429
SanDiego_48	6195190450	6195190450	F	5/18/2012 15:57	30	8006848429
Vista	6195190450	7606914009	0	5/18/2012 15:57	26	8006848429